

CASES REPORTED THIS WEEK.

<i>Berridge v. Turner</i> 778	Assessors for the Borough of
<i>Matthews v. The Mayor and Corporation of Sheffield</i> 778	Higham Ferrers..... 778
<i>Municipal Corporations Act, 1888, and the Election of Revising</i>	<i>Taunton v. Falls</i> 778
	<i>Thompson v. The Mayor and Corporation of Stratford-upon-Avon</i> 778

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CURRENT TOPICS.

THE DECREASE in the court work of the Vacation Judge which we ventured to anticipate has not taken place, but, on the contrary, the work appears to have increased as time goes on. Each week hitherto Mr. Justice CHARLES has been obliged to sit on Friday as well as on Wednesday, and on Friday last there were no fewer than thirty motions in the paper which stood over from the previous Wednesday.

MR. RICHARD QUAIN's munificent bequest for the benefit of University College, London (with which he desires the name of his brother, the late Mr. Justice QUAIN, to be associated), recalls the gift of £10,000 made by the will of that learned judge to trustees for the improvement of legal education. We believe that this bequest was subject to a life interest which has lately fallen in.

THERE IS A CURIOUS BLUNDER in section 6 of the Margarine Act of last session (50 & 51 Vict. c. 29). Section 4 provides a penalty for any person "dealing in margarine, whether wholesale or retail, whether as manufacturer, importer, or as consignor or consignee, or as commission agent or otherwise" who is guilty of an offence under the Act. Section 5 then provides for the exemption from the penalty of an employer who proves that he "had used due diligence to enforce the execution of this Act." Then comes section 6, relating to marking of cases, which provides that "every person dealing in margarine in the manner described in the preceding section shall conform to the following regulations." The "preceding section" does not describe any manner of dealing in margarine, but section 4 does; and the blunder has obviously arisen from the proviso in section 5 being made into a separate section instead of being appended to section 4. Probably the courts will adopt a liberal construction of the words "preceding section," and will not construe them as meaning "the last preceding section."

WHEN A JUDGE of such wide experience as Mr. Justice KEKEWICH directs that the "parcels" should be set out *verbatim* in an order of the court vesting real property, we are bound to assume that there must have been some good reason for his decision. In the case of *Re Adams* (ante, p. 717), that learned judge appears to have made such an order. There may be special reasons which do not appear in the short report of the case, but it seems that the vesting order was of copyholds, with the consent of the lord, under section 28 of the Trustee Act, 1850, which section expressly provides that, on such an order, the land "shall, without any surrender or admittance in respect thereof, vest accordingly." There was therefore no reason why the parcels should be set out for the purpose of surrender or admittance, and we confess we are puzzled to know why the parcels were set out in the order. It would seem that the court has no means of knowing what the property vested in; it only knows, as in this case, where the property was devised under a will, that the testator purported to devise certain property, but does not know what passed under that devise. The practice has been to vest "what passed under the will and still remains subject to the trusts." It is obvious that such a solemn act as that of transferring by order of court land which has not been proved to be the subject of the devise should only be done with the greatest circumspection. A vista of complications opens before the eyes of the conveyancer who contemplates the possible consequences of such an order, and we cannot anticipate that the case of *Re Adams* will be taken as a precedent.

IT IS RATHER SURPRISING that there are so few applications made of the nature of that in *Berridge v. Turner*, reported in another column. Testators possessed of large and complicated estates appoint executors and trustees, and omit to provide any adequate remuneration for duties which, if transacted personally, are likely to occupy a considerable part of the time of the executors and trustees. No doubt, in most of these cases, reliance is placed on the business being transacted by the solicitors to the estate. But suppose one of the executors and trustees is himself a solicitor, and the usual solicitor-trustee clause is omitted, or is, under the peculiar circumstances of the property, likely to afford altogether inadequate remuneration? In this case the prudent course is for the executors and trustees, *before proving the will or accepting office*, to stipulate for a reasonable remuneration. They are at liberty to do this with the beneficiaries without the intervention of the court (*Re Sherwood*, 3 Beav. 538), but it very seldom happens that all the beneficiaries are of age or ascertained; and these bargains are regarded with great jealousy by the court (see *Ayliffe v. Murray*, 2 Atk. 58; *Moore v. Frowde*, 3 My. & Cr., at p. 48). The bargain must be shown to have been entered into without pressure, and with a full knowledge on the part of the *cestuis que trustent* of their rights (*In re Wyche*, 11 Beav. 209, 210); and the intervention of an independent solicitor to peruse the agreement on behalf of the *cestuis que trustent* is generally necessary (see *Stanes v. Parker*, 9 Beav. 385). The better course is for the executors and trustees to apply to the court to settle and sanction their remuneration. It seems to have been assumed in the recent case that this application must necessarily be made before the executors and trustees have proved the will or accepted the trusts, and *Brooksopp v. Barnes* (5 Mad. 80) and *Browne v. Collins* (21 W. R. 222) are to this effect; but it is to be observed that in *Bainbrigg v. Blair* (8 Beav. 596), the solicitor-trustee to whom an allowance was authorized had proved the will and acted in the trusts, and in his judgment Lord LANGDALE said that, "where a trust being in the course of execution, and many things remaining to be done which can be done beneficially only by a particular trustee, who cannot, from his situation, do it without grievous personal loss, and that party comes to the court, and states that he is in a situation, and is willing to do these things, but that he cannot, consistently with his own interest, proceed with such duties and gratuitously devote his time for the benefit of the trust—in such a case it is competent for the court, considering what is beneficial to the *cestuis que trustent*, and is calculated to promote their interest, to take the matter into consideration, and to give proper remuneration to that person who alone, by his own exertion, can produce that benefit." The safe course, however, is no doubt to apply before undertaking the duties. The allowance by the court to a solicitor-trustee will not be of the usual professional charges in trust business, but of a fixed remuneration (*Bainbrigg v. Blair*, 8 Beav., at p. 595).

THE COURTS frequently have to decide, as between two innocent parties, which of them ought to suffer for the delinquency of a fraudulent trustee. In the case of *Magnus v. Queensland National Bank*, reported in the current number of the *Law Reports* (36 Ch. D. 25), the choice lay between two negligent parties. Shortly put, the facts were as follows:—Two trustees, A. and B., employed their co-trustee, C., to manage the investments of the trust money. Upon the pretext that he wished to sell out B. Stock and invest in N. E. Stock, he induced A. and B. to sign a transfer to two persons who were really trustees for a bank. C. then used the transfer to borrow money for his own purposes from the bank by mortgage of the B. Stock. Subsequently, this money was paid off, but the trustees of the bank, instead of re-transferring to A., B., and C., transferred to a purchaser from C. C. received the purchase-money and invested it in his own name in N. E. Stock. For a time he paid the dividends regularly to the beneficiary, and he reported the re-investment to A. and B. They never inquired, however, into the truth of this report, and C. had, in fact, already sold out the N. E. Stock and appropriated the proceeds. In the sequel he absconded and was made bankrupt. At first sight it certainly looks as though the loss were due to the negligence of A. and B., who had omitted to make any inquiry as to the genuineness of the re-investment. But there

had been previous negligence on the part of the bank. In *Cholmondeley v. Clinton* (2 Jac. & W. 186) it was laid down that, upon payment of the mortgage-money, the mortgagee is under an implied trust to surrender the estate to the person entitled to demand it, a doctrine which was followed in *Pease v. Morris* (5 Ch. 227). Now this the bank had not done. The re-transfer should have been to A., B., and C., but, without any authority from them, it was made to a stranger. Hence arose the possibility of the subsequent loss, and although this might have been averted by the diligence of the trustees, yet, when it occurred, the court held that the liability fell on the bank which first made it possible. There is clearly as much care required in getting rid of a security as in taking one.

Few questions probably in recent times have so vexed the minds of trustees of agricultural lands as that of the remission of rents. It is a pity, therefore, that the Scotch Act on this subject which was passed last session was not at the same time made applicable to England. By that it is provided that "trustees shall have power to make abatement or reduction, either temporary or permanent, of the rent stipulated in any lease of lands let for agricultural or pastoral occupation, or for both purposes, and to accept renunciations of leases of any such subjects." Of course, this simply confers upon trustees a power which they must in those times exercise in some way or other. If they wish to be perfectly safe, they must doubtless obtain the sanction of the court, thereby further increasing the loss which the estate has to bear. In practice we believe that it is usually considered sufficient to obtain a report from a surveyor in the neighbourhood that the proposed reduction of rent is reasonable and proper, with the idea that this report will be a sufficient protection to the trustee should his conduct ever be called in question. All the same the trustee is acting at his own risk, and, considering how great already are the liabilities of trustees, it is unfortunate that this particular burden could not have been removed. The Scotch members are understood to have special facilities for passing their own particular Bills in a way not granted to their English and Irish brethren. But when such Bills are of general as well as local importance, it is not unreasonable to wish that the benefit could be extended to the whole country. It will not be too late, however, if a similar Act is passed in some future session, for the third section deals with remissions of rent already made, providing "that no abatement or reduction of rent, or acceptance of renunciation of any such lease, heretofore made by trustees, shall be liable to be challenged, which would have been lawful if made after the passing hereof." This is an admission that the Act has been passed none too soon for Scotland, and makes the omission with regard to England and Ireland all the more glaring.

WHAT IS THE MEANING of the latter part of section 6 of the Copyhold Act of last session (50 & 51 Vict. c. 73)? The first portion provides that, after the passing of the Act, it shall not be lawful for any lord, without the consent of the Land Commissioners, to grant land not previously of copyhold tenure to any person to hold by copy of court roll. The section then proceeds, "and whenever any such grant has been lawfully made, the land therein comprised shall cease to be of copyhold tenure, and shall be vested in the grantee thereof to hold for the interest granted as in free and common socage." Does this mean that wherever, before the passing of the Act, such a grant has been "lawfully made" the prescribed result shall follow? That would be a rather startling instance of confiscation, but the words as they stand bear that meaning. Or is it possible that "lawfully" is a misprint for "unlawfully," and that the provision means that wherever, after the passing of the Act, such a grant shall be unlawfully made, the prescribed result shall follow? The latter would seem to be the more probable intention, but how is it to be reconciled with the words of the section?

BEFORE LITIGATING the question whether the half-pay or full pay of officers in the army and navy or the pension of any retired Government servant can be attached or sequestered, it may be

worth while for intending litigants to ascertain whether the court will have any power to enforce its order. There is a case (reported in 3 Ex. D. 323) in which the court ordered sequestration of the pension of a county court judge. Notwithstanding this order, we believe that the authorities refused to pay the pension to any person other than the retired judge, and that the order of the court has ever since remained a dead-letter. Those who are interested in any such case may find it worth their while to make inquiries on the subject.

SEPARATION DEEDS.

II.

WE have seen how the objection to separation deeds on the ground of public policy was finally removed by *Wilson v. Wilson* (1 H. L. C. 538), and we have also noticed that the validity of the auxiliary arrangements in such deeds, relating to property, was thus fully established. Two points, however, remained to be determined—first, how far the courts would actually assist in enforcing the part of the deed relating to separation; and, next, how far the wife was affected by her general incapacity to contract. For the first of these questions it will be sufficient to consider the manner in which that part of the deed affects the husband, and when this has been settled, the wife's position will depend upon the determination of the second.

It is the duty of either spouse to cohabit with the other, and it is the ordinary right of that other to insist on its performance. In some cases, indeed, the courts have not refused to sanction methods of enforcing the right on the part of the stronger spouse which are as little creditable to the humanity of the law as to the chivalry of the husband. Thus, in *Re Cochrane* (8 Dowl. 630), the husband had seized his wife by stratagem and was keeping her in durance vile at his lodgings; nevertheless the court contented itself by saying that he had not exceeded his legal rights, and that though she might be a prisoner all her life, she had only her own contumacy to thank for it. However, it was held in *Rees v. Mead* (1758, 1 Burr. 542) that a separation deed was good to stop conduct of this kind at any rate. In this case John Wilkes had his wife Mary brought up on a *habeas corpus*, but it appeared that on account of the ill-treatment of her husband she had given him a great sum to allow her to live apart; and articles of separation had been executed, and he had covenanted never to disturb her or any person with whom she should live. It was stated that the *habeas corpus* was taken out with a view to seizing her. Hereupon the court held this agreement to be a formal renunciation by the husband of his marital right to seize her, or force her back to live with him; and any attempt to do so would be a breach of the peace, or, if made on her return from Westminster Hall, a contempt of court. But although the deed may be a bar to such old-fashioned measures, we have still to consider how it affects the ordinary peaceful remedy of an action for the restitution of conjugal rights.

It would seem that when once the validity of separation deeds has been admitted, there ought to be no difficulty in carrying out their main object; they must therefore constitute a bar to either party attempting to enforce by litigation rights which have been expressly renounced, and this view seems to have commended itself to the courts. We are here considering specially the position of the husband. Of the capacity to contract in his case there is no doubt; the only question relates to the enforcing of the contract. This was raised in *Hunt v. Hunt* (1861, 4 De G. F. & J. 231). There the husband, who had covenanted in the separation deed not to compel his wife to return to cohabitation, afterwards sued for restitution of conjugal rights. The wife moved for an injunction to restrain the suit, and this was granted by Lord Westbury, C. After pointing out the lengths to which the courts had gone in enforcing separation deeds, even when executory only, he dealt with the objection that the husband could not be prevented from suing, though he might be liable in damages for breach of his covenant. But if such were the case the deed would be useless, as conjugal rights must be restored, and the object of the covenant would be defeated. Hence, he had no doubt that equity would give its own peculiar remedy to enforce by injunction a covenant which was good at law, more especially as the injunction was

addressed, not to the court in which the suit was pending, but to the husband personally. Accordingly, the late Master of the Rolls treated the point as settled law in *Besant v. Wood* (13 Ch. D. 620), and so the matter would now rest but for an unfortunate interpolation of Lord Selborne, C., in the argument in *Cahill v. Cahill* (8 App. Cas. 421). This we had better give in full:—

"*Hunt v. Hunt* is the only case in which an injunction has been granted at the suit of a wife to restrain the husband from carrying on his suit for the restitution of conjugal rights, the husband having covenanted not to compel the wife to cohabit with him by any legal proceedings. An appeal to this House from that decision was fully argued, and everything which fell from the law lords (except Lord Westbury), in an unusually strong House, was favourable to the appellant, as I myself know, from having argued the case. But Lord Westbury persuaded the House to put some question to the judges, and, meanwhile, the husband died, so that the case came to an end. Sir G. Jessel seems to have followed that authority in *Besant v. Wood*."

What it was that inclined the lords against the decision we are not told, but there stands the casual *dictum* of Lord Selborne to throw doubt upon the very plain rule laid down by Lord Westbury, and adopted by Sir G. Jessel, that when a husband expressly releases his wife from the duty of cohabitation he shall not be allowed afterwards to impose it upon her against her will. The balance of authority, however, is clearly in support of *Hunt v. Hunt*. The whole matter is very clearly put by Mr. Vaizey in his recent work on Settlements (Vol. II., p. 1443). He there arrays the authorities on either side, pointing out finally that Lord Westbury's decision has been twice followed in the Probate Division of the High Court to which the jurisdiction in matrimonial causes is now given—namely, in *Marshall v. Marshall* (5 P. D. 19) and in *Clark v. Clark* (10 P. D. 188). In the latter case it was said by Bowen, L.J., that there was nothing in *Cahill v. Cahill* to destroy the decision in *Besant v. Wood*, and that until the House of Lords declared the law to be otherwise, a contract not to sue for restitution of conjugal rights must be enforced.

Assuming, then, that such a covenant will be enforced against the husband, we must now consider how far it will be enforced against the wife, and also her position with regard to the auxiliary provisions of the deed. The objection founded upon her incapacity to contract was overcome at first by introducing a third party as trustee. With him the husband's covenant for the wife's maintenance was made, and he, on the other hand, covenanted with the husband to indemnify him against his wife's debts. So long ago as 1786 it was settled by *Stephens v. Olive* (2 Bro. C. C. 90) that this latter covenant was a valuable consideration to support the deed against creditors and purchasers, and we have seen how the former was firmly established in *Rodney v. Chambers* (1802, 2 East. 283). So, too, we have seen that while the court rejected the possibility of a contract between husband and wife simply, it was bound to support it when drawn up with the intervention of a trustee. This was the case in *Legard v. Johnson* (1797, 3 Ves. 352) and *St. John v. St. John* (1805, 11 Ves. 532). It was even thought that the trustee's covenant of indemnity was an essential part of the deed, and so late as 1841 we find Lord Langdale, M.R., considering this point in *Frampton v. Frampton* (4 Beav. 287), and asking whether the contract was merely with the trustee and his covenant the only consideration. This was natural while the deed itself was struggling for bare recognition; it was the auxiliary covenants that supported it, if anything did, and these were, therefore, bound to justify themselves strictly. But after the principle of separation deeds had been fully established the tide turned, and it was thought that a contract in a separation deed might be supported in order to effectuate the intention of the deed even though the contract itself was invalid. So, at least, it was argued in *Cahill v. Cahill* (8 App. Cas. 420), where a married woman had released an interest in real estate without a deed separately acknowledged. This, however, was not allowed; the validity of each part of the deed must be separately inquired into and established, and hence it is necessary to ascertain exactly the extent to which the wife's capacity to contract has been admitted. For this purpose we will consider first how far the wife is bound by her agreement to live apart from her husband, or in other words not to sue for a restitution of conjugal rights.

The question was considered in *Vansittart v. Vansittart* (1858, 4 K. & J. 62), where judgment was given by Sir W. Page Wood, V.C. To the general rule that there can be no contract between husband and wife he remarked that there was an exception with

regard to the wife's separate estate, and that that exception extended to any circumstances where she was to be regarded as a *feme sole*. Now, when she is suing for a divorce, and is thus at arm's length with her husband, she must, for the purpose of the settlement of the suit, be regarded as a *feme sole*; nor can there be any necessity for the intervention of a trustee, as it would not be in accordance with public policy to make a wife procure a third person to contract for her with her husband. The same argument was adopted by Sir G. Jessel in *Besant v. Wood* (*supra*). Where a married woman is allowed to sue, as in divorce or for restitution of conjugal rights, she must be allowed to compromise the suit; and if she can compromise the suit after it has commenced she can also compromise it before it begins—that is, she can contract not to sue at all. More briefly, he said:—

"It seems to me to follow as a necessary corollary to the right to sue by herself that she must have the right to contract not to sue, and I should think there would be no difficulty at all about it" (page 622).

Accordingly there seems to be little doubt that if the covenant not to sue can be enforced at all it can be enforced against the wife as well as against the husband. Moreover, the covenant may bind the wife although not made expressly with her. Thus in *Clark v. Clark* (*supra*) it was made between the husband and the trustee. But the wife was a party to the deed in which the agreement was recited, and she had for some time taken the benefit of it. Hence it was held to bind her.

We have seen that the covenant not to sue was formerly enforced by injunction, but since the Judicature Act (1873, s. 24(5)) prohibited injunctions to restrain pending actions this has been impossible, and by *Marshall v. Marshall* (5 P. D. 19) the more convenient practice has been introduced of pleading the deed itself as a defence in the original action.

LEGISLATION OF THE YEAR.

ALLOTMENTS.

50 & 51 VICT. C. 48.—AN ACT TO FACILITATE THE PROVISION OF ALLOTMENTS FOR THE LABOURING CLASSES.

The present Act is one of the most important of the late session. Prior Allotment Acts, from 59 Geo. 3, c. 12 to the Extension Act of 1882, authorized the letting in allotments of what was, in some sense, public land already; the essential feature of the present Act is that it authorizes public authorities to acquire new land for that purpose; and this new land may be acquired to any amount, and, in certain circumstances, by compulsory purchase. The only restrictions are the discretion of the local authorities and the obligation that the acquisition of the land may be expected, from the rent which is likely to be obtained, to be remunerative.

The machinery for putting the Act into force is as follows:—By section 2 any six Parliamentary electors or ratepayers of an urban or rural district may represent to the authority of their district (which authority is in urban districts the town council or local board, and in rural districts the guardians of the union) "that the circumstances of the district are such that it is the duty" of such authority "to take proceedings under the Act." Thereupon, such authority "shall take the representation into consideration," which words, we need hardly point out, impose a duty enforceable by *mandamus*. If such authority "are of opinion" "that there is a demand for allotments for the labouring population" in the district, and that such allotments cannot be obtained "at a reasonable rent and on reasonable conditions" by voluntary arrangement between the owners and the applicants, they shall

"By purchase or hire acquire any suitable land which may be available, whether within or without their district, adequate to provide a sufficient number of allotments, and shall let such land in allotments to persons belonging to the labouring population resident in the district, and desiring to take the same."

We may observe in passing that we do not think this duty will be enforceable by *mandamus*, the words "are of opinion" being of too discretion-conferring a character, for it would be next to impossible for a court to say that an opinion had been *malis fide* arrived at, and a court would probably decline to consider such a question.

The restriction upon the acquisition of land by agreement is as follows:—

"A sanitary authority shall not under this Act acquire land for allotments, save at such price or rent that, in the opinion of the sanitary authority, all expenses, except such expenses as are incurred in making roads to be used by the public, incurred by the sanitary authority in acquiring the land and otherwise in relation to the allotments may reasonably be expected to be recouped out of the rents obtained in respect thereof."

Sanguine authorities will, of course, not be debarred by this

restriction, but prudent authorities will, no doubt, be long before forming the "opinion" which is necessary to remove it.

So much for purchase or hire by agreement. As to compulsory purchase, the Legislature has been very cautious. The Lands Clauses Act is incorporated, but its compulsory powers cannot be put in force without the interposition of the "county authority," which, by section 18, is defined as "any representative body elected by the inhabitants of the county which may be established . . . and until such representative body is established" its powers and duties under the Act are, by the same section, to be exercised and performed by the Local Government Board. In case the compulsory powers should be required, that board may, on petition by the local authority, institute an inquiry and make a provisional order for the purpose, which order is to be confirmed by a Bill which they are to be bound to introduce. The price to be paid is to be fixed by arbitration only, and, in favour of the owners, it is provided that neither parks nor gardens may be taken, and that the taking of an undue quantity of land from any one owner is, as far as practicable, to be avoided.

The allotments are to be managed under regulations to be made by the sanitary authority under the supervision of the Local Government Board, and the rents (section 7) "shall be fixed at an amount not less than such as may reasonably be expected to ensure the sanitary authority from loss." It is expressly provided (section 7, sub-section 3) that "one person shall not hold any allotment or allotments exceeding one acre, and an allotment shall not be sub-let," but it is very sensibly added that if an allotment cannot be let in accordance with the provisions of the Act [i.e., to a resident labourer], it may be let "to any person whatever at the best annual rent that may be obtained for the same." The erection of buildings "other than a toolhouse, shed, greenhouse, fowlhouse, or pigsty" is prohibited, and the removal of fruit trees for which no compensation is payable is allowed. The recovery of rent or possession is provided for by allowing (not enjoining) the sanitary authority to determine the tenancy on breach of the regulations or on non-payment of rent for not less than forty days.

A very important section of the Act (section 10, sub-section 4) confers upon the local authorities power to borrow money for the purposes of the Act, and incorporates for this purpose sections 233, 234, and 236 to 239 of the Public Health Act, 1875, and the same section (sub-section 6) directs separate accounts to be kept of the receipts and expenditure under the Act.

The only other provisions which it is necessary to call attention to on the present occasion are those of section 13, by which "allotment wardens" or "allotment trustees" acting under existing statutes may transfer their powers to authorities under the new Act, and we have no doubt that the wardens and trustees in question will in many cases hasten to avail themselves of these provisions.

REVIEWS.

BILLS OF EXCHANGE.

A DIGEST OF THE LAW OF BILLS OF EXCHANGE, PROMISSORY NOTES, AND CHEQUES. By His Honour JUDGE CHALMERS. THIRD EDITION. Stevens & Sons.

The position of this excellent work is unique. Useful as it was in its original form, when it was published as the author's digest of the existing law, its utility has been vastly increased by the fact that it now comes before us as the law itself. The change is well expressed in the following words of the preface:—"In the Introduction to the last edition I pointed out that the general propositions of the digest could only be considered as law in so far as they were correct and logical deductions from the decided cases. Now the position is reversed. The cases decided before the Act are only law in so far as they can be shown to be correct and logical deductions from the general propositions of the Act." In the introduction to the present edition the author gives an interesting account of the manner in which this change was brought about. To a digest of the law no reasonable objection can now be urged; the only question is, How is it to be effected? The answer to this is twofold. The particular branch of the law which is to be digested must closely concern some well-defined body of persons of sufficient influence to get their wishes attended to in Parliament, and the draftsman selected for the work must be content to present the law simply as it is. Such, at least, was the secret of Judge Chalmers's success. Certain amendments, to correct acknowledged faults or to fill patent gaps, there must be; but this difficulty was overcome by admitting such only as were supported by the unanimous approval of the committee which reported on the Bill. We have for once an excellent example of common-sense legislation, carried out for a well-defined object of public utility, and spoilt by no external considerations. One point in particular shows the business-like purpose of the committee. Before

any amendment was formally put and agreed to, the whole Bill was first gone through informally and all the intended amendments considered. It was thus possible for the draftsman to give these their proper form and position in the Bill before they were put as actual amendments. It is clear, then, that we have here an excellent example of a digest in which Parliament gave every facility to the draftsman's work. Upon the original ability of that everything depended, and of that ability there is no question. One proof of this is found in the fact that, although the Act has been in operation for nearly five years, yet there has been hardly any litigation upon it. Judge Chalmers says, with pardonable pride, that the *Law Reports* contain only one direct decision upon it—namely, *Re Gillespie* (18 Q. B. D. 286) (misprinted 246, at p. xxxix.), and, upon referring to that, it will be found that a case not provided for by section 57 was held to be covered by the general words of section 97.

In the book itself everything is done to explain the law. In the first place the provisions of the Act are well arranged, clear, and minute. As examples of this we may refer to the regulations of sections 41 and 45 respecting presentment for acceptance and presentment for payment. In the next place these are followed by concise illustrations which give us the actual circumstances upon which the law has been based, and where it is clear that there was no intention on the part of the Legislature to alter the previous law, it is probable that these will be allowed their due weight in interpreting it. After these we have explanatory notes, and the author, recognizing the international character of the branch of the law with which he is dealing, has referred continually to the German Exchange Law and to the French Code, noting their points of similarity and divergence in respect to each other and to English law. The usefulness of the book is further increased by the fact that, in certain matters which could not be included in the Act, the author has, nevertheless, supplied a series of rules framed with equal care and in the same manner explained by illustrations and notes. Examples of this will be found in the rules as to Impenachment of Value (p. 85), Rights of Action and Proof (p. 111), and Transmission by Act of Law (p. 114). The various other matters included in the book will be found equally satisfactory. Altogether, as a statement and explanation of the law, it will be found singularly useful.

BEFORE TRIAL.

BEFORE TRIAL: WHAT SHOULD BE DONE BY A CLIENT, SOLICITOR, AND COUNSEL, FROM A BARRISTER'S POINT OF VIEW. By RICHARD HARRIS, Barrister-at-Law. Waterlow Brothers & Layton.

Mr. Harris is already well known by his "Hints on Advocacy," his "Illustrations in Advocacy," and other works. In these he has established a reputation for a peculiar manner of treating legal subjects. His special department is the practical side of a lawyer's business, and upon this he offers to his readers a considerable amount of shrewdness and common sense, presented in a style which would be more truly humorous and popular did it not aim too obviously and continually at these qualities. Still, they are, in general, so wanting in the books which form a lawyer's daily intellectual food, that it may not be wise to quarrel with an author because he tries to furnish us with something more entertaining. The present work purports to deal with "What should be done by client, solicitor, and counsel, from a barrister's point of view," and, doubtless, if each of the three followed the advice here given, the case would be a bad one indeed which their united efforts would not win. In general, it may be said the client is to go at once to a solicitor and be straightforward with him; the solicitor is to be moderate in his claims for fear of prejudicing the jury by exaggeration, to be cautious in interlocutory proceedings for fear of shewing his hand to his opponent and enabling him to prepare his defence, and to be careful in choosing his counsel for fear of paying a big fee, and being left, in the end, without an advocate; while as to counsel, he is to look on every case as a work of art, to discover the proper arrangement and proportion of its parts by patient labour, and to prepare to meet every difficult or weak point. At the beginning of the book it is shown that mere honesty will not win the day unless it fights the knavery opposed to it with legal tact and ingenuity; but to state that your opponent's knavery is in direct proportion to his piety introduces a kind of wit neither very dignified nor very original. The same remark will apply to a good deal besides, but, as we have already said, we must be thankful for what is really racy and entertaining, and submit to what is bad. All the various stages of the cause up to trial are carefully examined; particulars, pleadings, evidence, interrogatories, discovery, and inspection, preparing the brief, choosing counsel, and many other matters, and upon each a quantity of advice is given which abundantly testifies the author's experience and common sense. In particular we may notice the examples he gives of injudicious interrogatories, by which the adversary learns what points you wish to examine him on, and gets

them up accordingly; and his advice never to ask for discovery and inspection of documents until your adversary has already, by his pleadings or affidavits, tied himself to a certain version of the matter in dispute. In the chapter on the choice of counsel, Mr. Harris urges the wisdom of employing someone from the briefless multitude in preference to running after a popular man whose business precludes the possibility of his doing the case properly. What avails all the skill and ingenuity which have been shewn in its preparation if it falls at last into the hands of a pilot who has no knowledge of the dangers it will encounter? As he truly remarks, the qualities necessary for the successful conduct of a case are a clear mind, careful attention, and common sense, and these are as likely to be found in the back rows as among the favoured few in front, with the advantage that when found they are sure to be available at the right moment. In the interest of clients we hope that the rest of the advice which Mr. Harris so plentifully gives will be followed more faithfully than this particular piece is likely to be.

REGISTRATION CASES.

A DIGEST OF PARLIAMENTARY AND MUNICIPAL REGISTRATION CASES. SECOND EDITION. By J. J. H. SAINT, Esq., B.A., Barrister-at-Law, Recorder of Leicester. Butterworths.

This is a second edition of Mr. Saint's well-known digest of the various cases that have been decided on the subject of registration of voters. The utility of this work to revising barristers, registration agents, and others engaged in the work of registration is already well established, and can hardly be over-estimated. It is, of course, impossible to carry round, when engaged in the work of revision, the volumes of the law reports in which registration cases are contained, and, although the various text-books, no doubt, contain references to all the cases, those references are necessarily extremely brief, and in many cases it is hardly possible to gather from them exactly what was the point decided. Mr. Saint's book gives, in a condensed form, the facts and point decided in each case on the subject. The cases are arranged under various appropriate headings so as to facilitate reference to them, and the index appears to be a reasonably full one. The mode in which the cases are digested seems to us to be very accurate and satisfactory, so far as we have had an opportunity of examining the work.

CORRESPONDENCE.

THE LAND TRANSFER BILL.

[To the Editor of the Solicitors' Journal.]

Sir,—If, as you suggest in your last number, the Land Transfer Bill of last session is to be re-introduced next year, I hope the principal efforts of the profession will be directed to secure the withdrawal of those clauses which aim at making the registration of all instruments affecting land compulsory. I am quite aware of the importance the Lord Chancellor and most of the supporters of the measure attach to those clauses; I know that it may seem almost a hopeless task to obtain their abandonment, and yet it does seem to me to be of such vital importance, not so much to our profession as to those classes whose interests it is our duty to protect, that these clauses should be got rid of, that I hope those who specially represent us will persevere in the efforts that were made when the Bill was last before Parliament to get it amended in this particular.

I am quite free to confess that I do not believe any such measure will reduce the gains of the profession. On the contrary, my own idea is that Lord Halsbury's Bill becoming law would lead to business, litigious and other, that would be far from unprofitable. But, after all, it is not our mere pecuniary interests that should influence us—we have to consider the consequences to our clients, and it is because I feel convinced that an Act which seeks to compel the registration of every instrument dealing with land will lead to immense confusion and difficulty, and hamper and often prevent sales, especially of small properties, that I ask you to allow me to explain my reasons for attaching so much importance to the elimination of the compulsory clauses.

That a well-considered scheme for the registration of title in some shape might succeed I have little doubt. There are many properties whose owners might conveniently be entered on a register and provision made that all dealings with properties once so registered not noticed on the register should be postponed to such as were registered, but then the success or failure of such a registry must very much depend upon the way it is managed.

This, then, brings me to what I look on as the first objection to compulsion. If a registry be established open to all the world, but existing contemporaneously with the present methods of conveyancing, the officials would have an incentive to make their practice as

simple and inexpensive as possible; red tape would be eschewed, and landowners tempted by a procedure insuring convenience and speed to make use of the registry. If the registrars were paid by fees, they would be still more anxious to make the system popular; but in any event it would probably be worked on entirely different lines from those which would be adopted under a system of compulsory registration. If the registry has a monopoly, we shall have technical and troublesome rules, heavy fees, and most serious delays.

But if the compulsory clauses are retained, do the authors of the Bill suppose no method will be found to evade them? One might suppose that the Lord Chancellor had forgotten the result of the struggles in times past between the Legislature and the lawyers, and that it had escaped him that Acts passed to hamper the landowners have not unfrequently been defeated by the ingenuity of conveyancers. To one such measure I may perhaps call attention—the 27 Hen. 8, c. 16, providing for the inrolment of every bargain and sale of freeholds; and to the method by which Mr. Serjeant Moore and the great draftsmen who followed him succeeded in evading that statute by the familiar lease and release. Are the conveyancers of the present day less astute than their predecessors?

That occasions will arise when it will be desired to evade the Act who can doubt? To say nothing of the desire to insure the privacy, in many cases, of dealings with land, will large landowners, when about to sell small outlying plots, be willing to register their titles in order to do so? If clause 2 of the Bill of last session becomes law, I suspect such sales will be allowed to rest upon contracts accompanied by possession and undertakings to permit the purchaser to take proceedings for trespass, ejectment, and the like in the name of the vendor. Let any such practice once become common, and conceive the confusion, difficulty, and litigation that must ensue, if, as I believe will be the case, owners of land offer a passive resistance to the Act, and insist on their advisers finding means to evade it, for in many cases there will, I am satisfied, be a very great dislike to register.

Then, again, suppose the land duly registered and fully subjected to the operation of the Act, will all the difficulties be at an end? A whole volume would be requisite to discuss all the troubles that registration may give rise to; but I may perhaps name one. In the country, more especially in districts where there are many small properties, loans on security of land are very frequent. I do not refer here to formal mortgages, but to loans for short periods on equitable charges. Such loans are very commonly made on a deposit of deeds, with no other evidence of indebtedness than a promissory note, and such transactions are very generally carried out without the intervention of a solicitor. The country bankers constantly make advances, as they term it, "on deeds," and when the loan is repaid the deeds are handed to the lender, and there the matter ends. Under the proposed Act, in all such cases there must be a charge registered, and in addition to the expense thus occasioned there will be the cost of clearing the register when the debt is discharged. In practice this will, I suspect, be frequently neglected. That it is neglected in some countries where registration prevails I can say from my own experience, and I can speak, too, to the trouble, delay, and expense thus occasioned.

In the face of objections such as those I have mentioned, is it too much to hope that by united and vigorous efforts we may succeed in modifying the compulsory clauses? I am quite aware that I have advanced only a few of the many arguments that might be used, and that what I have written has been said, and with more force and effect, before.

But if we are to succeed we must not relax our efforts, and old arguments must be repeated and fallacies corrected again and again. Does anyone seriously imagine that if a scheme for simplifying the transfer of land can be suggested, and an Act passed embodying it, whether by means of a system of registration or not, all the solicitors in England would be able to prevent landowners from adopting it, or does anyone suppose they would try to do so? Have we not ample evidence of the causes which led to the disuse of the existing registry, and of the difficulties and cost which everyone who attempted to make use of the Act of 1875 experienced. Is there any ground for the suggestion that it was the opposition of the profession that rendered that Act a dead letter, rather than its inherent faults? The Legislature has established compulsory registration of instruments dealing with one kind of property and has simplified the instruments themselves in a most complete and searching way. I don't know if the Lord Chancellor considers that the outcome of that legislation—I refer of course to the Bills of Sale Acts—is encouraging. *Attila comes!*

Hereford, Oct. 3.

H.

[To the Editor of the Solicitors' Journal.]

Sir,—I have not followed the articles and correspondence which have appeared in your columns on this subject, but I have noticed that there is to be a radical upsetting of the present order of things, and that the chief, if not only, object to be gained thereby is the

reduction of cost on transfer owing to repeated investigations of title. I have also observed that it seems necessary to provide an insurance fund to make good losses arising from the remedy proposed not being a sufficient protection to transferees.

It may already have occurred to some of your correspondents that, by giving a purchaser, under the present system, the benefit of an insurance fund, he would be willing to dispense with an investigation of the vendor's title and thus be independent of any land transfer scheme. Perhaps some of your readers who have given the question consideration will say whether the above idea is capable of being practically worked out. If it is, the cost of transfer need not be greater than under a land transfer scheme, and transfers could be made in less time and without any fear of secrets being disclosed.

B.

THE MIDDLESEX REGISTRY.

[To the Editor of the Solicitors' Journal.]

Sir,—I do not desire to enter into any further contest with the Middlesex Registry pending the return to the existing *mandamus* at my instance; but, having regard to the discussion at the July meeting of the Law Society, on the complaint of the solicitor to the Metropolitan Board of Works, re the registration of their deeds, and to the fact that circumstances have placed me in a position to ratify such complaint, I should be glad to get the views of my professional friends.

By section 6 of the Statute of Anne the registrar is required, *inter alia*, to keep an "alphabetical calendar of all parishes within the county with reference to the number of every memorial concerning the hereditaments in every such parish." I have just completed a trifling personal purchase from a Middlesex Land Co. possessing a large number of plots in various parts of the county, and a regular batch of conveyances are about to be registered on sales effected by such company. Now, of course, if the company sells, say, a hundred lots in the North, and another hundred in the South, it would appreciably save time, in making searches, if north and south parishes were kept distinct as required by the Act. We all know too well that such distinct registers are not kept at Great James-street, and the excuse given there (by way of "confession and avoidance" as the late Mr. Chitty would have said) is that many years ago, at the "generally expressed wish of the profession," the double register of name and parish was amalgamated! If the Legislature in Queen Anne's time considered it desirable that the two registers should be kept separate, it is much more needed now when it is no uncommon thing for a Middlesex Land Society to sell a hundred lots at one auction. If the Middlesex Registry is to be continued at all, this question, together with the neglected public index and attractive private one, must be seriously considered at the first suitable opportunity.

FRANCIS K. MUNTUN.

95a, Queen Victoria-street, Oct. 3.

FIRES IN THEATRES.

[To the Editor of the Solicitors' Journal.]

Sir,—We shall never have effective precautions against these disasters, in spite of legislation, until managers are made to feel, by a verdict with heavy damages, that they are under just the same liability as railway companies who invite the public to enter carriages in which, or on the road over which they are to travel, some defect exists which ought to have been provided against.

I have no doubt managers of theatres may be made liable, both civilly and criminally, who invite the public to enter while they are not duly and properly protected from all reasonable risk from fire.

Oct. 5.

CAMPELL'S ACT.

ACCORD AND SATISFACTION.

* * With regard to the query of our correspondent "Subscriber" (*ante*, p. 744), and our note, "J. G. G." writes:—

"Will you allow me to refer you and your correspondent to Anson on Contracts, part 5, chap. 2, where it is laid down that the acceptance of a negotiable instrument may be an absolute or conditional discharge, and that if accepted expressly or impliedly in discharge of all existing liabilities and dishonoured, the creditor's only remedy is to sue upon it.

"I take it, in fact, that if a cheque be accepted in discharge of all previous claims it is a case of accord and satisfaction; and that, on the cheque being dishonoured, the only remedy is on the new contract evidenced by the cheque, the consideration for which was the discharge of the previous one."

[Of course, this is so; but it appeared to us that the words inserted on the cheque in our correspondent's case—"In settlement of account to date"—referred to the acceptance of half the claim in satisfaction of the whole, and not to the acceptance of the cheque as an absolute discharge.—*Ed. S.J.*]

CASES BEFORE THE VACATION JUDGE.

MUNICIPAL CORPORATION—REVISING ASSESSORS—ELECTION—MUNICIPAL CORPORATIONS ACT, 1882 (45 & 46 VICT. c. 50), s. 7, SUB-SECTION 1; s. 63, SUB-SECTION 2; s. 70, SUB-SECTION 2—JURISDICTION.

In the case of the *Municipal Corporations Act, 1882*, and the *Election of Revising Assessors for the Borough of Higham Ferrers*, before Charles, J., on the 30th ult., the question arose whether the election of revising assessors was a municipal election. This was a motion *ex parte* on behalf of a ratepayer and burgess of the newly-created borough of Higham Ferrers, in the county of Northampton, asking the court to grant a prerogative writ of *mandamus* directing the corporation to proceed to the election of revising assessors. Sub-section 2 of section 62 of the *Municipal Corporations Act, 1882*, provides that the election shall take place on the 1st of March. Notice of the election was duly posted, but, by some oversight, no proper nomination papers were handed in, so that, when the time came to revise the lists, it was found that there were no revising assessors. The list must be revised in the first fifteen days of October, and there must be six days' notice of the election. Sub-section 2 of section 70 of the Act provides that, if a municipal election is not held on the appointed day, or within the appointed time, or on the next day after that day, or the expiration of that time, or becomes void, the municipal corporation shall not thereby be dissolved or be disabled from electing, but the High Court may, on motion, grant a *mandamus* for the election to be held on a day appointed by the court. The application was made to Charles, J., as exercising his jurisdiction as a judge of the Queen's Bench Division, to grant a *mandamus*. The application was made with the consent of the corporation. Reference was made to the case of *The Borough of Cardigan* under the *Municipal Corporations Act, 1835* (reported in the *Times* of the 25th of March, 1879). The reason why they had waited so long was that it did not occur to anyone that no revising assessors had been appointed until the time came to revise the lists. The corporation was a new one, the limits of which were not included within a Parliamentary borough. Charles, J., doubted whether a municipal election included the election of revising assessors. *Marten, Q.C.*, as *amicus curiæ*, said that, under the interpretation clauses of the Act of 1882, section 7, sub-section 1, corporate office meant the office of mayor, alderman, councillor, elective auditor, or revising assessor, and a municipal election meant an election to a corporate office.

CHARLES, J., granted a *mandamus* directing the corporation to hold the election on Wednesday, the 12th of October.—COUNSEL, H. Terrell. SOLICITORS, Kingsford, Dorman, & Co.

NUISANCE—SEWAGE—INTERLOCUTORY INJUNCTION—BALANCE OF CONVENIENCE—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), s. 27—RIVERS POLLUTION ACT, 1876 (39 & 40 VICT. c. 75), s. 3.

In the case of *Thompson v. The Mayor and Corporation of Stratford-upon-Avon*, before Charles, J., on the 30th ult., the question was as to restraining a corporation from committing a nuisance by the use of certain land as a sewage farm. This was a motion on behalf of Mr. William Thompson, an architect, of Evesham-road, Stratford-upon-Avon, to restrain the defendants, their servants and workmen, from using or permitting to be used a certain piece of land, their property, situate within the borough of Stratford-upon-Avon, and upon the south-west side of the East and West Junction Railway, and in the neighbourhood of certain land and a messuage and hereditaments of the plaintiff, situate at the corner of Evesham-road and Sanctus-street, within the said borough, as a sewage farm, or otherwise so as to cause or be a nuisance to the plaintiff and the occupiers of his said messuage, or his workmen or servants, and from causing or permitting noxious, offensive, or deleterious smells and vapours to escape or emanate from the said sewage farm or any part thereof, so as to be or constitute a nuisance to the plaintiff, or such occupiers or workmen or servants as aforesaid, or to cause damage, annoyance, or injury to the plaintiff or his property. The defendants were sued as the urban sanitary authority of Stratford-upon-Avon. For the plaintiffs it was said that the Public Health Act, 1875 (38 & 39 VICT. c. 55), s. 27, did not permit the corporation to commit a nuisance. Under the Rivers Pollution Act, 1876 (39 & 40 VICT. c. 75), s. 3, the corporation, if they shewed that they were using the best practical means to render the sewage matter harmless, could get leave from the Local Government Board to carry the sewage into the river. The plaintiff had made out a case; the defendants had only said that they had mitigated a nuisance. *The Metropolitan Asylums District v. Hill* (6 App. Cas. 193) was cited.

CHARLES, J., said that he was not satisfied in this case that the plaintiff was entitled to an interlocutory injunction; having regard to the balance of convenience, he made no order, except that the costs be costs in the action.—COUNSEL, *Marten, Q.C.*, and *Brinton*; *Latham, Q.C.*, and *Baker*. SOLICITORS, *Routh, Stacey, & Castle*, for Henry Thompson & Son, Grantham; *Sharpe, Parkers, Pritchard, & Co.*

PRACTICE—BANK OF ENGLAND—STOCKS—INJUNCTION.

In the case of *Taunton v. Falls*, before Charles, J., on the 30th ult., the question arose as to the practice of the court with regard to the description of stock, the transfer of which it was sought to restrain. It was a motion on behalf of Charles E. Taunton and Thomas C. Mitchell, the trustees under the sequestration of F. F. Payne, to restrain the defendant, Peter Falls, the administrator of the estate of Thomas Orange, and the Bank of England from dealing with certain stocks and funds. On the 23rd of September last Charles, J., granted an *interim* injunction over the 25th of September restraining the bank from the transfer of any stocks or funds standing in the name of Thomas Orange, of St. Lawrence

Jersey, clerk in holy orders, deceased (*ante*, p. 763). The defendant Falls did not then appear. It was now asked on his behalf that the motion might stand over to enable him to answer affidavits. An affidavit of S. O. Gray, the Chief Accountant, was read on behalf of the Bank of England. He said that he had been forty-one years clerk and eight years chief accountant of the Bank; as far as he was aware from time immemorial the Governor and Company of the Bank of England had never been called upon to register any order of the court containing an injunction or any other stop upon stocks where the particular description of the stock had not been distinctly specified. There were 375,000 separate accounts of proprietors of forty-three distinct descriptions of stocks transferable at the Bank of England, representing £800,000,000 of stock, or thereabouts, the same name often occurring. The result of such a practice as to grant injunctions without specific descriptions of the stock would be to cause inconvenience and damage to stockholders, and involve the Bank of England in serious risk. The plaintiffs, on an injunction being granted against the defendant Falls, and after hearing the affidavit of the Chief Accountant, did not press to continue the injunction against the Bank.

CHARLES, J., granted an *interim* injunction over Wednesday against the defendant Falls; the *interim* injunction against the Bank not continued. —COUNSEL, *Bush, Q.C., and Selden; Inghen; Latham, Q.C.* SOLICITORS, *Johnson, Budd, & Johnson; A. F. Lloyd Jones; Freshfields.*

NUISANCE—SMALLPOX—INJUNCTION.

In the case of *Matthews v. The Mayor and Corporation of Sheffield*, before Charles, J., on the 5th inst., the question arose whether the erection of a hospital for the reception of patients recovering from smallpox constituted a nuisance. This was a motion on behalf of T. B. Matthews, Thomas Wint, Thomas Newton, and Henry Bingham and his wife to restrain the defendants, their servants and agents, until the trial of the action or further order, from using or causing to be used any part of the land called Victoria-gardens, near Totley Rise, Dore, in the county of Derby, or any buildings erected or to be erected thereon as a hospital or place for the reception of persons suffering or recovering from smallpox or any other infectious or contagious disease. An *interim* injunction was granted by Charles, J., over the 5th of October. Evidence was read on behalf of the plaintiffs to show that the proposed hospital was in dangerous proximity to the road, private houses, shops, a school, an orphanage, and a Wesleyan chapel. It was also said that the use of the gardens as a smallpox hospital was *ultra vires* the memorandum and articles of association of the Victoria Gardens Co., to whom the land, and a pavilion erected upon it, belonged. Evidence was adduced on behalf of the defendants shewing that no real danger existed, and every precaution was taken by the defendants, a wall would be built on the boundary of the gardens, and a door on the side of the road would be kept shut. There was a conflict of medical evidence as to whether convalescence was a dangerous stage of the disease. For the plaintiffs reference was made to the *Metropolitan Asylums District v. Hill* (6 App. Cas. 193) and to the Public Health Act, 1875 (38 & 39 Vict. c. 55), s. 135. If the plaintiffs proved that the hospital would cause a nuisance, they were entitled to an injunction, no money could compensate for the injury. There had been no delay; the resolution of the town council was passed on the 14th of September, the agreement was signed on the 19th, and the writ was issued on the 29th. The defendants, by their evidence, did not deny that there was danger, only that there was no special danger. For the defendants it was said that the fears of mankind were not a ground for granting an injunction. Reference was made to the *Darenth case, Fleet v. The Metropolitan Asylums Board*. There was less danger in the convalescent stage; the plaintiffs had not shewn that there was any appreciable danger.

CHARLES, J., said that in this case he had been in a good deal of perplexity, but after giving the best consideration he could to the evidence on both sides, he declined to grant an interlocutory injunction. He came to that conclusion, though he might put the plaintiffs to some temporary inconvenience. He followed the cases of the Darenth and Hampstead Hospitals, and asked whether the plaintiffs had reasonable apprehension of danger. That there was apprehension he had no doubt, but whether the apprehension was well founded he was not satisfied. Until he was sure that the apprehension was well founded, he would not, in his opinion, be justified in granting an interlocutory injunction. As to the evidence, having regard to the evidence of the medical men, he came to the conclusion that there was no real danger from the temporary use of the premises for a convalescent hospital; he particularly referred to the statement of one of the plaintiffs' witnesses that the stage of convalescence was the most dangerous stage of the disease. The statement was satisfactorily answered by the defendants. The plaintiffs' witnesses did not adhere confidently to that statement with regard to the convalescent stage of the disease, they said rather that it was difficult to speak for certain. Having regard to the evidence on both sides, and to the evidence of the defendants as to the mode of conducting the hospital, and the precautions they had taken, he declined to grant an interlocutory injunction on the terms that the interior wall should be at once erected, and that the corporation should undertake not to use the door on the side of the high road. Costs to be costs in the action. —COUNSEL, *Martin, Q.C., and Warrington; Hemming, Q.C., and Baker.* SOLICITORS, *Torr, Janeway, & Co., for Wightman & Nicholson, Sheffield; Richard Smith & Wilmer, for the Town Clerk, Sheffield.*

EXECUTORS—TRUSTEES—REMUNERATION.

In the case of *Berridge v. Turner*, before Charles, J., on the 5th inst., a motion was made asking the court to direct a reference to chambers to fix the remuneration of executors and trustees under the will of Richard Berridge, of Ballynahinch Castle, deceased. Richard Berridge made his will in 1863, and gave £16,000 to each of his daughters, and £800,000

to trustees for the advancement of economical and sanitary science, and gave the residue of his estate to his eldest son. He appointed the Rev. Samuel Turner and John Hunter his executors and trustees. The testator was formerly a partner in Meux's Brewery; he also owned large landed estates in Galway and elsewhere, including valuable oyster and salmon fisheries. The action was brought by the residuary legatee to administer the estate. For the applicants it was said that the case was peculiar; the estate was so complicated that it would be a loss to the executors and trustees to wind it up without remuneration. But they were bound to make stipulations before proving the will and undertaking the trusts: *Lewin on Trusts*, 7th ed., p. 542; *Marshall v. Holloway*, 3 Swans 452; *Bainbridge v. Blair*, 8 Beav. 588. All the family wished the executors and trustees nominated by the testator to act and to receive remuneration.

CHARLES, J., said that, upon the authority of *Marshall v. Holloway* and *Bainbridge v. Blair*, he would make an order directing a reference to chambers to assess the remuneration of the trustees. —COUNSEL, *George Henderson; Rolt.* SOLICITORS, *Hunters & Haynes; Shadbolt.*

LAW STUDENTS' JOURNAL.

LIVERPOOL BOARD OF LEGAL STUDIES.

The Lecture Session of this Board was opened on the 30th ult., when Mr. T. Cyprian Williams delivered the first of a course of ten lectures on the "Law of Personal Property." The chair was taken by Mr. W. A. Jevons (solicitor), the chairman of the board, who was supported by Mr. J. H. Kenion, the president of the Liverpool Law Society, and a large number of students. Before calling upon the lecturer the chairman delivered a short address, in which he stated that the success of the last session, and the encouraging support the board had received from various sources, and the increased grant promised by the Incorporated Law Society of the United Kingdom, had encouraged them to extend their scheme so as to include a course on "Jurisprudence," to be delivered by Professor Munroe, of Owen's College, Manchester, one of the most eminent jurists of the day. After referring to the work of the Legal Education Association, which was formed a good many years ago for the purpose of establishing legal education on a scientific and systematic basis by the foundation in the metropolis of a law university or school of law open to laymen as well as lawyers, the chairman pointed out that, although the necessary adjunct of law schools in the provinces was in a fair way of being supplied in Manchester by the Owen's College, in Liverpool and Newcastle-on-Tyne by boards of legal studies in those places, and in Birmingham by the law society in that town—an example which would no doubt be followed in other parts of the country. He hoped, therefore, that he might consider their board of legal studies as a branch of the law university of the future. The success of the board must, however, depend mainly upon the students themselves. The learning law by the systematic teaching of skilled professors was not intended to be a substitute for the practical experience of the working of the law to be attained in a solicitor's office or barrister's chambers, nor were the lectures designed as a system of cramming for examinations, but it was intended to substitute systematic and well-directed training for desultory reading. No student could possibly qualify himself as a practitioner without reading, and no student could read so effectually as by following the guidance of the teachers provided by the board. As to the scope of its work, it was not confined to law students or lawyers, but was open to all. A knowledge of the law would be very useful to laymen, in particular to those who might become magistrates and to that larger class who might expect to belong to some of the various bodies to whom the local government of the country was intrusted. Many people talked of the importance of amendments of the law when they did not know what the present law was. Surely it was worth their while to learn something of the subject. He matter they wanted to deal with before attempting to deal with it. He stated that the late Mr. Justice Quain had left a legacy of £10,000 which had lately fallen into possession, to be applied to the promotion of legal education in England, but so that such education should not be confined to any branch of the legal profession, but should be open to the public on the same terms. The present trustees of the legacy were Lord Selborne, Mr. Justice Chitty, and himself. The income would be too small to enable the trustees to accomplish very much, but he hoped that the cause of legal education would receive some stimulus. Mr. Williams then proceeded with his lecture.

LEGAL NEWS.

OBITUARY.

The Right Hon. HENRY ORMSBY, formerly a judge of the Landed Estates Court in Ireland, who died at Bray, on the 17th ult., at the age of seventy-five, was the son of the Rev. Henry Ormsby, rector of Kilkish, Meath, and was born in 1812. He was educated at Trinity College, Dublin, where he graduated B.A. in 1834. He was called to the bar in Ireland in 1835, and he became a Queen's Counsel in 1853. He was Solicitor-General for Ireland for a few months, under the first administration of Mr. Disraeli. On the formation of his second administration, Mr. Ormsby again became Solicitor-General, and in the following January he succeeded Mr. Hall as Attorney-General, and

became a member of the Irish Privy Council. He never had a seat in the House of Commons, and in July, 1875, he was appointed a judge of the Landed Estates Court, which office he held till December, 1885, when he retired on a pension. He was elected a bencher of the King's Inns in 1874. He was married in 1840 to the daughter of Mr. Henry Hamilton, and he leaves three sons.

Mr. EDWIN WELSH, solicitor, of Wells, died at Southgate, on the 6th ult., from typhoid fever. Mr. Welsh was the youngest son of Mr. William Inman Welsh, solicitor, of Wells, and was born in 1857. He was admitted a solicitor in 1880, having been articled to his father, with whom he was for several years in partnership, and on whose retirement three or four years ago he became clerk to the county magistrates at Wells. Mr. Welsh was also Clerk to the Wells Highway Board and a Perpetual Commissioner for Somersetshire.

Mr. WILLIAM HENRY PAYN, solicitor, died at Keatsney, near Dover, on the 14th ult., at the age of eighty-four. Mr. Pavn was born in 1803. He was admitted a solicitor about the year 1826, and he practised for many years at Dover. He was formerly a member of the Dover Town Council, and in 1854 he was elected mayor of the borough, in which capacity he received the late Emperor of the French on his State visit to England, who, on his embarkation at Dover, presented Mr. Pavn with a gold snuff-box. In 1860 Mr. Pavn was elected coroner for the borough of Dover, and he held that office till 1882, when he was succeeded by his son, Mr. Sydenham Pavn, and he shortly afterwards retired from practice.

APPOINTMENTS.

Mr. HENRY ARTHUR DUDDING, solicitor, of Wigton, has been appointed Registrar of the Wigton County Court (Circuit No. 5), in succession to Mr. William John Carrick, resigned. Mr. Dudding was admitted a solicitor in 1878.

Mr. WILLIAM HAYES, B.A., solicitor, of the City Solicitors' Office, Guildhall, has been elected Clerk to the Worshipful Company of Makers of Playing Cards, upon the retirement of Mr. Thomas Roderick, Secondary of the City of London.

Mr. GEORGE HIBBERT DEFFELL, barrister, has been appointed a Judge of the Supreme Court of the Colony of New South Wales. Mr. Justice Deffell is the third son of Mr. Henry Deffell. He was educated at Harrow and at Trinity College, Cambridge. He was called to the bar at the Inner Temple in Michaelmas Term, 1846, and he formerly practised on the Home Circuit. He was a Master in Equity of the Supreme Court of New South Wales from 1857 till 1869, when he was appointed Chief Commissioner of Insolvent Estates for that colony.

Mr. HAROLD ARTHUR SILVESTER, solicitor, of Beverley, has been appointed a Magistrate for that borough. Mr. Silvester was admitted a solicitor in 1876.

Mr. CHARLES JAMES TARRING, barrister, has been appointed Her Majesty's Consul at Constantinople. Mr. Tarring is the third son of Mr. John Tarring, and was born in 1845. He was educated at the City of London School and at Trinity College, Cambridge, where he graduated in the first class of the Classical Tripos in 1868. He was called to the bar at the Inner Temple in Trinity Term, 1871, and he formerly practised on the South-Eastern Circuit and at the Surrey Sessions. Mr. Tarring was for some time one of the staff of the *Weekly Reporter*. He has been vice-consul and assistant-judge of the Supreme Consular Court at Constantinople since 1883.

Mr. JOHN KING FARLOW, JUN., solicitor, of 1, Church-court, Clement's-lane, has been elected Clerk to the Needle Makers' Company, in succession to the late Mr. George Cole. Mr. Farlow is the son of Mr. John King Farlow. He was admitted a solicitor in 1882.

Mr. T. G. VICKERY, solicitor, of Church-court-chambers, Old Jewry, London, E.C., and Surbiton, has been appointed a Perpetual Commissioner for taking Acknowledgments of Deeds of Married Women in the counties of Middlesex and Surrey.

PARTNERSHIP DISSOLVED.

EDEN ESKINE GREVILLE and GEOFFREY JOSEPH BULKLEY BUCKLEY, solicitors, 3 and 4, Great Winchester-street, London, and Wandsworth. The said Eden Eskine Greville will in future practise at the Townhall, Wandsworth, whilst the said Geoffrey Joseph Bulkley Buckley will continue to carry on business at Nos. 3 and 4, Great Winchester-street. Sept. 29. [Gazette, Oct. 4.]

GENERAL.

The late Lord Cockburn's book, "Trials for Sedition in Scotland," is to be issued early in November. The period covered is from 1793 to 1849.

It is stated that the Midland Merchant Traders' Association and the Nottingham Chamber of Commerce are making a united effort to secure the institution of tribunals of commerce with a legal judge and commercial assessor.

The *Globe* says that early next session a Bill for amending the defects of the Limited Liability Acts will be introduced by the Secretary to the Board of Trade, and that the measure will include an entire revision of the existing regulations for the registering of public companies. The clauses of the Bill dealing with this important question have not yet been finally framed, but we may state that among other provisions it will be enacted that no company shall be registered unless a certain proportion of its capital has been actually subscribed, and every company so registered will be required to file a copy of its half-yearly balance-sheet for the inspection of the public.

WINDING UP NOTICES.

London Gazette.—FRIDAY, September 30.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

BRITISH AND COLONIAL AGENCY, LIMITED.—The Vacation Judge has by an order, dated Sept. 9, appointed Alfred Philip King, 42, Queen Victoria st., to be Provisional Official Liquidator.

GENERAL ICE FACTORY CO., LIMITED.—By an order made by Charles, J., dated Sept. 21, it was ordered that the voluntary winding up of the company be continued. Gadsden & Treherne, solers for petner.

GREENSIDE GLAZED AND FIRE BRICK CO., LIMITED.—By an order made by Charles, J., dated Sept. 21, it was ordered that the company be wound up. Speechley & Co., New Inn, agents for Mumford & Johnson, Bradford, solers for petners.

MOREWOOD & CO., LIMITED.—Petn for winding up, presented Sept. 28, directed to be heard before Charles, J., on Wednesday, Oct. 12. Dawes & Sons, Angel court, Throgmorton st., solers for petner.

COUNTY PALATINE OF LANCASTER.
LIMITED IN CHANCERY.

NEWHAM CLUB, LIMITED.—Petn for winding up, presented Sept. 29, directed to be heard at 9, Cook st., Liverpool, on Tuesday, Oct. 11, at 11. J. Lynskey, Liverpool, solers for petners.

NUTFORD VALE BLEACHING AND DYING CO., LIMITED.—Petn for winding up, presented Sept. 24, directed to be heard before Bristowe, V.C., on Oct. 27. Sewell & Edwards, Gresham house, Old Broad st., agents for Dixon, Manchester, solers for petner.

London Gazette.—TUESDAY, October 4.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

NEW HOLLINGBOURNE PAPER MILLS CO., LIMITED.—By an order made by Kekewich, J., dated Sept. 28, it was ordered that the company be wound up. Keene & Co., Seething lane, solers for petners.

COUNTY PALATINE OF LANCASTER.
LIMITED IN CHANCERY.

CITY AND COUNTY FINANCE CO., LIMITED.—Petn for winding up, presented Oct. 1, directed to be heard at 9, Cook st., Liverpool, on Tuesday, Oct. 11, at 11. Danger & Noville, Liverpool, solers for petner.

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Sept. 27.

APPLETON, JAMES, Stalton, York, Gent. Nov. 10. Robson, Middlesbrough.

BARNETT, MICHAEL JAMES, Balfour rd, Ilford, Banker's Cashier. Oct. 31. Gush & Co., Finsbury circus.

BOULTON, JOHN, Albrighton, Salop, Farmer. Oct. 1. Manby & Son, Wolverhampton.

BRADELEY, JOHN NORTHAGE, Westhorpe, Nottingham, Gent. Nov. 29. Stanton & Co., Southwell.

CHRISTIE, JAMES, Huddersfield, Joiner and Builder. Nov. 1. Hall & White, Huddersfield.

COATES, SAMUEL, Belper, Derby, Shoemaker. Oct. 31. Bland Walker, Belper.

COLBORNE, HENRY, New Malden, Surrey. Oct. 29. Balleys & Co., Berners st.

CORRY, MATTHEW CROSSIE, Warwick st, Fimble, Esq. Nov. 1. Saw & Son, Queen Victoria st.

DEANE, JOHN BATHURST, Finsbury sq. Oct. 31. Louisa Elisabeth Deane, Newcastle upon Tyne.

DEEDYSHIRE, JANE, Gosforth, Northumberland. Oct. 31. Does & Thompson, Newcastle upon Tyne.

HARRISON, MARY ANN, Sibsey, Lincoln. Oct. 2. Waite & Co, Boston.

HOBSON, DAVID, Carbrook, Sheffield. Oct. 15. Swift & Ashington, Sheffield.

HORDERN, ANTHONY, Sydney, New South Wales, Merchant. Nov. 1. Hordern, Newcastle.

HYLAND, THOMAS, Liverpool, Master Carter. Oct. 27. Woodburn, Liverpool.

JOHNSON, LOUISA CHARLOTTE, Atherton rd, Stratford. Oct. 28. Watson, Gracechurch st.

JONES, THOMAS, Reddish, Lancaster, Solicitor. Nov. 1. Turner, Manchester.

JUBB, JOHN, Batley Carr, York, out of business. Nov. 1. Ibberson, Dewsbury.

MALSHINGER, FREDERICK, Gloucester rd, Peckham, Jeweller. Nov. 7. Lawton & Sons, Raymond bldgs, Gray's Inn.

MATTHEW, JAMES, Rochdale. Oct. 12. Brierley & Hudson, The Butts, Rochdale.

MOSS, FREDERICK WILLIAM, Wandsworth rd. Nov. 6. Hammond, Furnival's Inn, Huddersfield.

NICHOLSON, MICHAEL, South Bank, York, Draper. Nov. 10. Robson, Middlesbrough.

OXER, WILLIAM, Althwaite, York, Builder. Nov. 1. Brown & Co, Wakefield.

POLHILL, ALEXANDER THOMAS, Yarmouth, Mariner. Nov. 1. Pakeman, Ironmonger lane.

ROBERTS, CHARLOTTE, Parkhurst rd, Holloway. Oct. 31. Chamberlain, Finsbury sq.

ROBERTS, ROBERT, Brynhyfryd, St Asaph, Flint, Notary Public. Nov. 28. Bason & George, Rhyl.

SIMPSON, WILLIAM, Barton hill, Bristol. Nov. 12. Benson & Carpenter, Bristol.

STRAUGHAN, JOHN, Washington, Durham, Bachelor of Medicine. Dec. 1. Hoyle & Co, Newcastle upon Tyne.

STEED, JOSHUA ROBINSON, St Giles, Oxford, Builder. Nov. 1. Brook & Co, Huddersfield.

TEACE, MARY, Eccleshall, York. Oct. 20. Sibray, Dore, nr Sheffield.

WALLS, FRANK, Newmillerdam, York, Farmer. Nov. 1. Brown & Co, Wakefield.

WHARTON, JOHN, Sunderland, Licensed Victualler. Oct. 31. J & W J Robinson, Sunderland.

WHITTAKER, SAMUEL, Thorpe, Norfolk, Farmer and Brickmaker. Nov. 28. Bailey & Co, Norwich.

WILLIAMS, JAMES MICHAEL, Portsea, Printer. Nov. 1. Edgcombe & Co, Portsea.

London Gazette.—FRIDAY, September 30.

AGATE, JOSEPH, Emworth, Southampton, Grocer. Dec. 2. Arnold & Cooper, Emworth.

ASCOTT, ELIZABETH, Baywater. Oct. 31. Denton & Co, Gray's Inn sq.

BARNET, THOMAS, Great Western Arcade, Birmingham, Fancy Goods Dealer. Nov. 15. Eaden, Birmingham.

BARWELL, ANN SARAH, Oxford st. Oct. 17. Routh & Co, Southampton st.

BENDALL, ANKELLA, Circus st, Marylebone rd. Oct. 28. Smith, Great James st.

BERRY, ALSON, Morecambe, Lancaster. Nov. 14. Artindale & Artindale, Burnley.

CAMERON, PETER, Whitehaven, Bank Manager. Oct 14. Brookbank & Co, Whitehaven.
 CLIFFE, THORSTON, Huddersfield, Engineer. Oct 20. Piercy, Huddersfield.
 CRAGGS, JAMES, Ripon, Innkeeper. Oct 1. Hutchinson, Ripon.
 DAWSON, JOHN, Levington, Suffolk, Farmer. Oct 25. Cobbold, & Co, Ipswich.
 DAY, WILLIAM, St Albans, Gent. Oct 29. Kearsey & Co, Old Jewry.
 DEBRET, CAROLINE, Forest Gate lane, Stratford. Nov 5. Hunter & Davies, King William st.
 DONNELL, JOSEPH, Mount, Tarvin Sands, nr Chester, Esq. Dec 20. Johnson & Co, Birmingham.
 DUNN, JOSEPH RICHARD, Greenwich. Oct 29. Howard & Shelton, Tower chimneys.
 EDEN, LOUISA BEATRICE, Nottingham. Nov 28. Watson & Co, Nottingham.
 ELLINGHAM, WILLIAM, Birkdale, Lancaster, Gent. Nov 30. Buck & Co, Southport.
 FEARLEY, THOMAS, Wyke, nr Bradford, Boot and Shoe Maker. Oct 5. Farrar, Bradford.
 FENN, ELIJAH, Malvern, Boarding house Keeper. Oct 23. Nevins, Great Malvern.
 HALL, MARY HANNAH, Nottingham. Nov 26. Watson & Co, Nottingham.
 HARTLEY, WALTER, Marston, York, Waste Fuller. Oct 29. Piercy, Huddersfield.
 LAMB, ALFRED, Merton rd, Wimbledon, Gent. Oct 28. Chilcott, St Martin's lane.
 LEIGH, WILLIAM, Rochdale, Lancaster, Cotton Spinner. Oct 8. Hartley & Co, Rochdale.
 MARSHALL, GEORGE, Sheffield, Licensed Victualler. Nov 25. Rodgers & Co, Sheffield.
 MULLER, SEBASTIAN, Bruchsal, nr Baden. Nov 9. Argles & Co, Great St Helen's.
 NALDER, FRANK ISAAC, Westbury sub Mendip, nr Wells, Gent. Nov 30. Nalder, Shepton Mallet.
 NICKSON, ABRAHAM, Portland terr, Regent's park, Gent. Nov 1. Binery, Salisbury sq.
 POPE, JAMES SANDLANDS, Lambridge, Gent. Nov 21. Stone & Co, Bath.
 RAYNER, HENRY, Widdford, Essex, Farmer and Brickmaker. Nov 8. Dixon, Chelmsford.
 RHODES, ISAAC WATSON, Bradford, Gent. Nov 7. Rhodes, Bradford.
 SALMON, FRANCES ELIZABETH, Shepton Mallett. Nov 30. Nalder, Shepton Mallett.
 SCOTT, JOSEPH, Carleton Road, Norfolk, Dealer. Nov 1. Clowes, New Buckenham, Attleborough.
 SMART, MARY, Reading. Nov 10. Raahleigh & Smart, Lincoln's inn fields.
 STEVENS, WILLIAM, Portsea, Gasfitter. Oct 31. Kent, Portsea.
 STONE, EDWARD, Birkenhead. Nov 29. Garnett & Tardett, Liverpool.
 TANKARD, JAMES MARSLAND, Bowling, York, Worsted, Spinner. Dec 1. Killick & Co, Bradford.
 TAYLOR, JOHN, Gt Horton, nr Bradford, Retired Schoolmaster. Nov 1. Longbottom & Sons, Halifax.
 TRAGGS, ALEXANDER, Penryn, Merchant. Nov 12. Appleby Jenkins, Penryn.
 TUFFIN, ELIZABETH, Bartholomew villas, Kentish Town. Nov 11. Shaen & Co, Bedford row.
 TOWNSHEND, EDMUND, Cheltenham, Esq. Oct 22. Billings, Cheltenham.
 WEBBER, JAMES, Budleigh Salterton, East Budleigh, Devon, Retired Shoemaker. Nov 15. Templeman, Budleigh Salterton.
 WHITE, ELEANOR, Cheltenham. Nov 14. Winterbothams & Gurney, Cheltenham.
 WILSON, WILLIAM, Abbey View Dore, Derby, Gent. Oct 21. Wightman & Nicholson, Sheffield.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, September 30.

RECEIVING ORDERS.

ALLAN, JOHN NIXON, Scarborough, Grocer. Scarborough. Pet Sept 27. Ord Sept 27.
 ALLERTON, SAMUEL CHAMBERS, Lowestoft, Boat Builder. Gt Yarmouth. Pet Sept 27. Ord Sept 27.
 ANSPACH, LEOPOLD, Edmund pl, Aldergate, Costume Manufacturer. High Court. Pet Sept 26. Ord Sept 26.
 BARWARD, LOUISA HOPKINSON, Sheffield, Confectioner. Sheffield. Pet Sept 28. Ord Sept 28.
 BARROW, ROBERT KNAPP, Albion rd, Stoke Newington, Captain in Army. Edmonton. Pet March 29. Ord July 9.
 BAYLEY, HENRY, Margate, Draper. Canterbury. Pet Sept 28. Ord Sept 28.
 BUGDEN, FREDERICK BUGDEN, Margate, Dairyman. Canterbury. Pet Sept 27. Ord Sept 27.
 CATHERMOLE, CHARLES, Princess rd, Lambeth, Boot Dealer. High Court. Pet Sept 27. Ord Sept 27.
 CLARK, RICHARD, Settle, Yorks, Grocer. Bradford. Pet Sept 15. Ord Sept 15.
 CLARK, DAVID, Coventry, Cab Proprietor. Coventry. Pet Sept 27. Ord Sept 27.
 CLARK, THOMAS WILSH, Whitwick, Leicester, Blacksmith. Leicester. Pet Sept 27. Ord Sept 27.
 COOK, WILLIAM, Burdett rd, Mile End, Engineer. High Court. Pet Sept 28. Ord Sept 28.
 CRAWFORD, ALBERT EDWARD, Leeds, Tobacco Dealer. Leeds. Pet Sept 28. Ord Sept 28.
 DAVIES, THOMAS, sen, Newport, Mon, Forgeman. Newport, Mon. Pet Sept 27. Ord Sept 27.
 DAY, CHARLES WILLIAM, Market st, Barnsbury, Clerk. High Court. Pet Sept 28. Ord Sept 28.
 DENOR, ALBERT, Southsea, Ironfounder. Portsmouth. Pet Sept 23. Ord Sept 23.
 EASTWOOD, JOHN, Leeds, Butcher. Leeds. Pet Sept 28. Ord Sept 28.
 FIELD, TOM, and ORD RICHARDSON, Gosforth, Northumberland, Builders. Newcastle on Tyne, transferred from High Court. Pet Sept 1. Ord Sept 27.
 GADDA, ACHILLE, Oxford st, Restaurant Keeper. High Court. Pet Sept 2. Ord Sept 2.

GRAHAM, GEORGE, Wealeby, nr Gt Grimsby, Smack Captain. Gt Grimsby. Pet Sept 28. Ord Sept 28.
 GRAYSON, GIOVANNI, Rupert st, Coventry st, Hotel Keeper. High Court. Pet Sept 1. Ord Sept 28.
 GRIFFITHS, ROBERT JAMES, St Martin's lane, Westminster, Jeweller. High Court. Pet Sept 27. Ord Sept 27.
 HAMMOND, THOMAS, Brabourne, Kent, Farmer. Canterbury. Pet Sept 28. Ord Sept 28.
 HAYTHORN, HENRY JAMES, Hastings, Jeweller. Hastings. Pet Sept 28. Ord Sept 28.
 HOPPER, WILLIAM, Strood, Kent, Builder. Rochester. Pet Sept 28. Ord Sept 28.
 LOWE, THOMAS, Rotherham, Yorks, Tailor. Sheffield. Pet Sept 28. Ord Sept 28.
 JONES, CHARLES, Rhyl, Flintshire, Commission Agent. Bangor. Pet Sept 28. Ord Sept 28.
 MACKENZIE, JOSEPH ANTHONY, and THOMAS SLAID OGLIVY, Bristol, Piano-forte Makers. Bristol. Pet Sept 24. Ord Sept 27.
 MARTIN, WILLIAM, Willesden Green, Builder. High Court. Pet Sept 28. Ord Sept 28.
 MURRAY, ALEXANDER, Newcastle on Tyne, Brick Manufacturer. Newcastle on Tyne. Pet Sept 8. Ord Sept 28.
 NUNN, EDGAR, Thrandeston, Suffolk, Farmer. Ipswich. Pet Sept 12. Ord Sept 28.
 PYE, JOHN, Blackpool, Flagger. Preston. Pet Sept 24. Ord Sept 28.
 RADFORD, WILLIAM, Weston super Mare, Carpenter, Bridgewater. Pet Sept 28. Ord Sept 28.
 RAYHAM, FREDERICK, Forest Hill, Builder. Greenwich. Pet Aug 17. Ord Sept 27.
 RICKETTS, GEORGE, Margate, Joiner. Canterbury. Pet Sept 27. Ord Sept 27.
 SCANTON, ROBERT WILLIAM, Cridling Stubbs, nr Knottingly, Yorks, Farmer. Wakefield. Pet Sept 5. Ord Sept 27.
 SPARKING, HENRY, Bury St Edmunds, Commercial Traveller. Bury St Edmunds. Pet Sept 28. Ord Sept 28.
 THORNTON, THOMAS, Bradford, Woolstapler. Bradford. Pet Sept 27. Ord Sept 27.
 WELLS, STANDISH GRADY, Swansea, Innkeeper. Swansea. Pet Sept 28. Ord Sept 28.
 WEST, JOHN MITCHELL, Shanklin, I.W., Coal Merchant. Newport and Ryde. Pet Sept 24. Ord Sept 24.
 WILLETS, ELL, Netherton, Worcestershire, Chain Manufacturer. Dudley. Pet Sept 28. Ord Sept 28.

FIRST MEETINGS.

AYRES, FRANCES CAMPFEE, Biscall, Yorks, Farmer. Oct 8 at 12. Off Rec, York.
 BUXBY, ARTHUR JAMES, Southampton, Tobacconist. Oct 7 at 11. Off Rec, 4, East st, Southampton.
 CHITTY, FRANCIS JAMES, Sharnbrook, Beds, Commercial Traveller. Oct 12 at 1. 8, St Paul's sq, Bedford.
 CLARK, RICHARD, Settle, Yorks, Grocer. Oct 10 at 12.30. Ashfield Hotel, Settle.
 CLARKE, DAVID, Coventry, Cab Proprietor. Oct 12 at 11.30. E W Paterson, Off Rec, 17, Hertford st, Coventry.
 CLARKE, THOMAS WELSH, Whitwick, Leicestershire, Blacksmith. Oct 11 at 12.30. 28, Friar lane, Leicester.
 COOK, GEORGE, Higham Gobion, Beds, Farmer. Oct 12 at 11. 8, St Paul's sq, Bedford.
 DAVIES, HENRY, Llandewi, Velfrey, Pem, Cattle Dealer. Oct 8 at 12. Off Rec, 11, Quay st, Carmarthen.
 DAVIS, THOMAS, sen, Newport, Mon, Forgeman. Oct 10 at 12.30. Off Rec, 12, Tredegar pl, Newport, Mon.
 DAWSON, GEORGE ARNOLD, Calverley, nr Bradford, Milk Dealer. Oct 7 at 11. Off Rec, 31, Market row, Bradford.
 FIELD, THOMAS MURPHY, Worsley rd, Hampstead, Printer. Oct 8 at 11. 23, Carey st, Lincoln's inn.
 FIRTH, JOSEPH, and CHRISTOPHER CLARKE, Todmorden, Yorks, Cotton Makers. Oct 10 at 2.30. Off Rec, Ogden's chhrs, Bridge st, Manchester.
 GADDA, ACHILLE, Oxford st, Restaurant Keeper. Oct 8 at 12. 38, Carey st, Lincoln's inn.
 GETTINS, GEORGE EREWHER, West Heath, nr Northfield, Worcestershire, Merchant. Oct 11 at 11. 25, Colmore row, Birmingham.
 GREEN, THOMAS JOHN, Coventry, Hosier. Oct 12 at 11. Off Rec, 17, Hertford st, Coventry.
 GRIFFITHS, JOHN, Walton, nr Liverpool, Master Builder. Oct 11 at 2. Off Rec, 25, Victoria st, Liverpool.
 GRIFFITHS & CO, Blaenau Ffestiniog, Merionethshire, Grocers. Oct 10 at 2. Off Rec, Crypt chimneys, Chester.
 HAMMOND, SAMUEL (sep estate), Westromwich, Brass Founder. Oct 10 at 10.30. County Court, Oldbury.
 HARRIS, THOMAS, St Albans, Builder. Oct 7 at 11.30. Blagg & Edwards, Solicitors, St Albans, Herts.
 HARTSHORN, JAMES (sep estate), Westromwich, Staffordshire, Brass Founder. Oct 10 at 10.30. County Court, Oldbury.
 HARTSHORN, JAMES, and SAMUEL HAMMOND, Westromwich, Brass Founders. Oct 10 at 10.30. County Court, Oldbury.
 HIRD, GEORGE CHARLES, Tabard st, Southwark, Manager to a Provision Dealer. Oct 7 at 1. 22, Carey st, Lincoln's inn.
 HERSE, EMIL, Kent ter, Regent's park. Oct 7 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 HOLBY, JOHN JARVIS, Selby, Yorks, Grocer. Oct 8 at 2. Off Rec, York.
 HOPPER, WILLIAM, Strood, Builder. Oct 10 at 11.30. Off Rec, High st, Rochester.
 T'ANSON, JOHN, Liverpool, Ironmonger. Oct 11 at 2. Off Rec, 35, Victoria st, Liverpool.
 ICKE, THOMAS WILLIAM, Colwyn Bay, Denbighshire, Hotel Keeper. Oct 10 at 12. Off Rec, Crypt chimneys, Chester.
 JACKSON, WILLIAM ASKEW, Darlington, Ale Merchant. Oct 10 at 1.30. King's Head Hotel, Darlington.
 KING, NOEL, Blunham, Bedfordshire, Publican. Oct 12 at 12. 8, St Paul's sq, Bedford.
 MATTHEWS, JOHN WILLIAM, Folkestone, Painter. Oct 7 at 2.30. 47, St George's st, Canterbury.
 MCWALKER, WILLIAM, Durham, Draper. Oct 10 at 1. King's Head Hotel, Darlington.
 MURRAY, ALEXANDER, Newcastle on Tyne, Brick Manufacturer. Oct 12 at 11. Off Rec, Fink lane, Newcastle on Tyne.
 NEEL, JOHN, Poultry, Stock Dealer. Oct 7 at 11. Bankruptcy bldgs, Lincoln's inn.
 NEWTON, BENJAMIN, Leeds, Greengrocer. Oct 10 at 11. Off Rec, 28, Park row, Leeds.
 OWEN, JOSEPH ALBERT, Havfordwest, Butcher. Oct 8 at 11. Off Rec, 11, Quay st, Carmarthen.
 PALLET, JOHN, Countersett, nr Hawes, Yorks, Innkeeper. Oct 10 at 12.45. King's Head Hotel, Darlington.
 PRACON, JOSEPH H, Saltford, Innkeeper. Oct 11 at 11.30. Off Rec, Ogden's chhrs, Bridge st, Manchester.
 PRAED, GEORGE, Norwich, Shoe Manufacturer. Oct 8 at 12. Off Rec, 4, King st, Norwich.

RADFORD, WILLIAM, Weston super Mare, Carpenter. Oct 8 at 11.15. Railway Hotel, Weston super Mare.
RHODES, HANNAH, Dewsbury, Yorks, Widow. Oct 7 at 3. Off Rec, Bank chhrs, Bailey.
ROBINSON, JAMES, Chorlton upon Medlock, Lancs, Tailor. Oct 11 at 12. Off Rec, Ogden's chhrs, Bridge st, Manchester.
ROBINSON, JAMES, Brackenborough, Lincoln, Esq. Oct 11 at 3.30. Townhall, Louth.
SPURLING, HENRY, Bury St Edmunds, Traveller. Oct 8 at 12.45. Guildhall, Bury St Edmunds.
THOMAS, JOHN, Penygraig, Tailor. Oct 10 at 3. Off Rec, Merthyr Tydfil.
THORNTON, THOMAS, Bradford, Woolstapler. Oct 11 at 11. Off Rec, 31, Manor row, Bradford.
WEST, JOHN MITCHELL, Shanklin, I.W., Coal Merchant. Oct 5 at 2. Off Rec, Newport.
WILLIAMS, LEMUEL, Penygraig, Accountant. Oct 11 at 12. Court house, Pontypridd.
WILSON, CHARLES, Knottingley, Yorks, Draper. Oct 7 at 11.15. Off Rec, Bond ter, Wakefield.

The following amended notice is substituted for that published in the London Gazette of September 27.

PHILLIPS, WILLIAM, Hereford, Coal Agent. Oct 7 at 2.15. 1, Offs st, Hereford.

ADJUDICATIONS.

ANEPACH, LEOPOLD, Edmund pl, Aldersgate st, Costume Manufacturer. High Court. Pet Sept 26. Ord Sept 26.
AYRES, FRANCIS CAMPET, Riccall, Yorks, Farmer. York. Pet Sept 24. Ord Sept 27.
BAIKARD, LOUISA HOPKINSON, Sheffield, Confectioner. Sheffield. Pet Sept 23. Ord Sept 25.
BARRETT, ARTHUR JOHN, Cumming st, Fentonville, Soap Manufacturer. High Court. Pet Aug 10. Ord Sept 26.
BRECKENRIDGE, JOSEPH WILLIAM, Finsbury pavement, Tailor. High Court. Pet July 22. Ord Sept 26.
BOWLES, WILLIAM, address unknown, Gent. High Court. Pet July 29. Ord Sept 26.
BROOKLYN, ROBERT BELL, Goolie, Yorks, Gent. Wakefield. Pet Aug 19. Ord Sept 26.
BROWN, CHARLES THOMPSON, South Shields, Auctioneer. Newcastle on Tyne. Pet Sept 3. Ord Sept 27.
BURNS, ARNIE, Jarrow upon Tyne, Confectioner. Newcastle upon Tyne. Pet Sept 22. Ord Sept 26.
CARTER, JOHN BROADFOOT, Chertam, Manchester. Draper. Manchester. Pet Aug 31. Ord Sept 27.
CLARK, THOMAS WILSON, Whitwick, Leicestershire, Blacksmith. Leicester. Pet Sept 27. Ord Sept 27.
CRAWFORD, ALBERT EDWARD, Leeds, Tobacco Dealer. Leeds. Pet Sept 26. Ord Sept 26.
DAVIES, THOMAS, sen., Newport, Mon., Forgemaster. Newport, Mon. Pet Sept 27. Ord Sept 27.
DEUCH, ALBERT, Southsea, Ironfounder. Portsmouth. Pet Sept 22. Ord Sept 23.
DODD, WILLIAM ANDREW, Chester, Mason, Chester. Pet Sept 15. Ord Sept 27.
EASTWOOD, JOHN, Leeds, Butcher. Leeds. Pet Sept 28. Ord Sept 28.
ELLS, HENRY, Bideford, Refreshment House Keeper. Barnstaple. Pet Sept 19. Ord Sept 26.
GETTING, GEORGE KENNEDY, Westheath, nr Northfield, Merchant. Birmingham. Pet Sept 15. Ord Sept 23.
GRAHAM, GEORGE, Weelsby, nr Great Grimsby, Smack Captain. Great Grimsby. Pet Sept 25. Ord Sept 26.
HATHURST, HENRY JAMES, Hastings, Jeweller. Hastings. Pet Sept 28. Ord Sept 28.
HOTTER, WILLIAM, Strood, Builder. Rochester. Pet Sept 26. Ord Sept 26.
JOHNSON, CHRISTOPHER, Colchester, Licensed Victualler. Colchester. Pet Sept 1. Ord Sept 26.
LOWE, THOMAS, Kitchingham, Yorks, Tailor. Sheffield. Pet Sept 26. Ord Sept 26.
PYE, JOHN, Blackpool, Flagger. Preston. Pet Sept 26. Ord Sept 26.
RADFORD, WILLIAM, Weston super Mare, Carpenter. Bridgewater. Pet Sept 26. Ord Sept 26.
RICCART, GEORGE, Margate, Joiner. Canterbury. Pet Sept 27. Ord Sept 27.
ROBERTSON, EMANUEL, Birmingham, Tailor. Birmingham. Pet Sept 17. Ord Sept 26.
SHEPHERD, WILLIAM, Seven Sister's rd, Holloway, Butcher. High Court. Pet Sept 5. Ord Sept 26.
SMITH, JOHN RICHARD, Ledbury, Herefordshire, Wine Merchant. Worcester. Pet Sept 3. Ord Sept 26.
THORNTON, THOMAS, Bradford, Woolstapler. Bradford. Pet Sept 27. Ord Sept 26.
TILLOTSON, STEPHEN AINSWORTH, Burnley, Ficker Maker. Burnley. Pet Aug 2. Ord Sept 26.
VENFILL, JOHN, Eastington, Gloucestershire, Farmer. Cheltenham. Pet Sept 8. Ord Sept 26.
WHITAKER, THOMAS, Bolton, Apparatus Maker. Bolton. Pet Sept 24. Ord Sept 26.
WOODCOCK, C.G., Old Kent road, Grocer. High Court. Pet Aug 28. Ord Sept 26.

London Gazette.—TUESDAY, Oct. 4.

RECEIVING ORDERS.

BARRETT, WILLIAM, Kidderminster, Shopkeeper. Kidderminster. Pet Sept 24. Ord Sept 26.
BARR, WILLIAM RHYMOUR, Cardiff, Tailor. Cardiff. Pet Sept 26. Ord Sept 26.
BEAL, ALFRED JOHN, Buckingham rd, Kingsland, late Publican. Wandsworth. Pet June 14. Ord Sept 26.
BICKLEY, THOMAS HENRY, Leicester, out of business. Leicester. Pet Oct 1. Ord Oct 1.
BLACK, FRANCIS DANIEL, Cheetham hill, nr Manchester, Butter Importer. Manchester. Pet Oct 1. Ord Oct 1.
BOWMAN, HENRY CROWTHER, and **ALBERT THOMAS BOWMAN**, Lower Broughton, Lancs, Stock Brokers. Manchester. Pet Sept 19. Ord Sept 26.
BOWMAN, HENRY CROWTHER, Manchester, Stock Broker. Manchester. Pet July 18. Ord Sept 26.
BURN, THOMAS SAMUEL, Market pl, St Ann's rd, Stamford hill, Dairyman. Edmonstone. Pet Oct 1. Ord Oct 1.
CHARNEILL, RANDELL TARKREVELL, Backley rd, Streatham, Solicitor. Wandsworth. Oct 1. Ord Sept 26.
CHAPMAN, RICHARD JOHN, Stratford, Esq., Contractor. High Court. Pet Sept 19. Ord Sept 26.
CLARK, ARTHUR THOMAS, Folkestone, Gunfitter. Canterbury. Pet Sept 20. Ord Sept 26.
CLAYTON, FRANKLIN, Halifax, Grocer. Halifax. Pet Sept 29. Ord Sept 29.
COLLIN, GEORGE, Carlisle, Innkeeper. Carlisle. Pet Sept 20. Ord Sept 20.
DYSON, EDWARD ROBERT, James st, Oxford st, Draper. High Court. Pet Sept 26. Ord Oct 1.

FARRINGTON, THOMAS HENRY, Walsall, Auctioneer. Walsall. Pet Sept 20. Ord Sept 29.
HALL, HERBERT RICHARD, Faversham, out of business. Canterbury. Pet Sept 29. Ord Sept 29.
HARRISON, WILLIAM BATTY, Ramsgate, Circus Proprietor. Canterbury. Pet Oct 1. Ord Oct 1.
HARRISON, JAMES, Filey, Yorks, Baker. Scarborough. Pet Sept 20. Ord Sept 30.
HARVEY, GEORGE, William st, Hampstead rd, Carrier. High Court. Pet Aug 20. Ord Sept 30.
HAYES, ALFRED, Boston, Fishmonger. Boston. Pet Sept 30. Ord Sept 30.
HUTCHINSON, ARTHUR, Huddersfield, Warehouseman, Huddersfield. Pet Sept 30. Ord Sept 30.
JONES, RICHARD JOHN, Llanynghenedl, Anglesey, Grocer. Bangor. Pet Sept 30. Ord Sept 30.
KNOWLES, MARK, Hockmondwike, Yorks, Draper. Dewsbury. Pet Sept 29. Ord Sept 29.
LE BAS, CHARLES, Charterhouse sq, Aldersgate st, Gent. High Court. Pet Aug 11. Ord Sept 30.
LLOYD, JOHN EVAN, Forth, Glam, Provision Dealer. Pontypridd. Pet Sept 18. Ord Sept 27.
MILLAR, FREDERICK THOMAS, Burton, Norfolk, Grocer. Norwich. Pet Oct 1. Ord Oct 1.
MORGAN, JOHN, Oystermouth, Glam, Corn Dealer. Swansea. Pet Sept 29. Ord Sept 29.
NAYLOR, GEORGE, Leeds, Clerk. Leeds. Pet Sept 29. Ord Sept 29.
OLDIE, EDWARD CHARLES, and **ALBERT JOHN OLDIE**, Wilson st, Finsbury, Builders. High Court. Pet Sept 30. Ord Sept 30.
PARGETER, JAMES, Clapham rd, Provision Dealer. High Court. Pet Sept 30. Ord Sept 30.
PATT, BENJAMIN, Pewham, Wills, Shopkeeper. Bath. Pet Oct 1. Ord Oct 1.
PERRIS, ALBERT, Birmingham, Clothier. Birmingham. Pet Sept 27. Ord Oct 1.
READY, CHARLES, Sudbury, Suffolk, Grocer. Colchester. Pet Oct 1. Ord Oct 1.
ROLFE, JAMES, Sheffield, Beerhouse Keeper. Sheffield. Pet Sept 30. Ord Sept 30.
SANDERS, BENJAMIN, Upton on Severn, Worcestershire, out of business. Worcester. Pet Oct 1. Ord Oct 1.
SHELLABAR, WALTER HENRY, Bristol, Commercial Traveller. Bristol. Pet Oct 1. Ord Oct 1.
SHOULDS, JOHN BROWN, Melton Mowbray, Auctioneer. Leicester. Pet Oct 1. Ord Oct 1.
SKINNER, HARRY BATELY, Burlingham St Edmund, Norfolk, Farmer. Norwich. Pet Sept 30. Ord Sept 30.
STEPHENSON, FREDERICK GEORGE, Nottingham, Grocer. Nottingham. Pet Sept 23. Ord Oct 1.
STONE, JACOB, Leeds, Boot Dealer. Leeds. Pet Oct 1. Ord Oct 1.
WARD, JOHN, Fornoett St Peter, Norfolk, Farmer. Norwich. Pet Oct 1. Ord Oct 1.
WILL, GEORGE, Bristol, Restaurant Manager. Bristol. Pet Oct 1. Ord Oct 1.
WILLIAMS, TREVOR LEWIS, Lilanlyfni, Carnarvon, Quarryman. Bangor. Pet Sept 29. Ord Sept 29.
WRIGHT, HENRY, Southampton, Lead Merchant. Southampton. Pet Sept 28. Ord Sept 29.
YOUNG, CHARLES, East Dereham, Norfolk, Coal Merchant. Norwich. Pet Sept 14. Ord Oct 1.

The following amended notice is substituted for that published in the London Gazette of July 15.

LEE, PAULKNER, Devonport st, St Portland st, Surveyor. High Court. Pet July 11. Ord July 11.

FIRST MEETINGS.

ALLAN, JOHN NIXON, Scarborough, Grocer. Oct 13 at 11. Off Rec, 74, Newborough st, Scarborough.
BAYLEY, HENRY, Margate, Draper. Oct 12 at 2. 33, High st, Margate.
BEARD, HENRY, Cheltenham, Gloucestershire, Grocer. Oct 13 at 3.30. County Court, Cheltenham.
BEARDSELL, WALTER EDWIN, Old Kent rd, Oilman. Oct 11 at 12. Bankruptcy bldgs, Lincoln's inn.
BLACK, FRANCIS DANIEL, Cheetham hill, nr Manchester, Butter Importer. Oct 14 at 11.30. Off Rec, Ogden's chhrs, Bridge st, Manchester.
BUDDEN, FREDERICK BUDDEN, Margate, Dairyman. Oct 12 at 12.30. 33, High st, Margate.
CLAYTON, FRANKLIN, Halifax, Grocer. Oct 14 at 3.30. Off Rec, Halifax.
COATES, WILLIAM, Leeds, Coal Merchant. Oct 13 at 11. Off Rec, 23 Park row.
CLARK, ARTHUR THOMAS, Folkestone, Gunfitter. Oct 14 at 9.30. 47, St George's st, Canterbury.
COLLIN, GEORGE, Carlisle, Innkeeper. Oct 13 at 12. Off Rec, 34, Fisher st, Carlisle.
COX, JOHN WALTER, Deptford, Builder. Oct 12 at 3. 100, Victoria st, Westminster.
CRAWFORD, ALBERT EDWARD, Leeds, Tobacco Dealer. Oct 14 at 11. Off Rec, 23, Park row, Leeds.
DAY, CHARLES WILLIAM, Market st, Barnsley, Clerk. Oct 12 at 12. 33, Carey st, Lincoln's inn.
FERRIS, RACHEL CAIRNIE, Bath, Widow. Oct 16 at 12.15. 1, Abbey st, Bath.
FIELD, TOM, and **ORR RICHARDSON**, Gosforth, Northumberland, Builders. Oct 13 at 12. Off Rec, Pink lane, Newcastle on Tyne.
GIFFORD, WILLIAM ECKHART, Fenton, Stafford, Ironmonger. Oct 13 at 2. Off Rec, Newcastle under Lyne.
GRAHAM, GEORGE, Weelsby, nr Gt Grimsby, Smack Captain. Oct 13 at 12. Off Rec, 3, Haven st, Gt Grimsby.
HALL, HERBERT RICHARD, Faversham, out of business. Oct 13 at 12. Bankruptcy bldgs, Lincoln's inn.
HARRISON, THOMAS, Strabourne, Kent, Farmer. Oct 14 at 10. 47, St George's st, Scarborough.
HARRISON, JAMES, Filey, Yorks, Baker. Oct 12 at 12. Off Rec, 74, Newborough st, Scarborough.
HUTCHINSON, ARTHUR, Huddersfield, Warehouseman. Oct 14 at 3. 33, High st, 50, Solots, New st, Huddersfield.
JAMES, JOHN, and **THOMAS JAMES**, Nanthir Garv Valley, Glamorgan, Builders. Oct 11 at 12. Off Rec, 3, Crookherbtown, Cardiff.
LENGARD, WILLIAM, and **JOSEPH BROOKE**, Leeds, Dyers. Oct 13 at 12. Off Rec, 23, Park row, Leeds.
LOWE, THOMAS, Kitchingham, Yorks, Tailor. Oct 13 at 3. Off Rec, Figtree lane, Sheffield.
MACKENZIE, JOSEPH ANTHONY, and **THOMAS BLAIR O'NEILL**, Bristol, Piano Makers. Oct 13 at 3.30. Off Rec, Bank chhrs, Bristol.
MORGAN, JOHN, Oystermouth, Glamorgan, Corn Dealer. Oct 13 at 11. Off Rec, 6, Rutland st, Swansea.
OKEY, CHARLES, Hereford st, Waiworth, Tobaccoist. Oct 13 at 11. 33, Carey st, Lincoln's inn.
PARKER, WILLIAM, Ropley, nr Grantham, Builder. Oct 11 at 12. Old Angel Hotel, Grantham.

PET. JOHN, Blackpool, Flagger. Oct 12 at 2.30. County and Lane Ends Hotel, Blackpool.

ROBERT, GEORGE, Margate, Joiner. Oct 12 at 1.30. 53, High st, Margate.

REMY, THOMAS WILKINSON, Padliham, Lancashire, Printer. Oct 11 at 3. Exchange Hotel, Nicholas st, Bury.

ROBERTS, CHARLES, Abergavenny, Mon, Watchmaker. Oct 12 at 2. Off Rec, Merthyr Tydfil.

ROBIN, FRANCIS, Maddox st, Bond st, Court Milliner. Oct 12 at 11. 33, Carey st, Lincoln's Inn.

RANDERS, BENJAMIN, Upton on Severn, Worcestershire, out of business. Oct 12 at 11. Off Rec, Worcester.

SMITH, WILLIAM, Seven Sisters' rd, Holloway, Butcher. Oct 11 at 11. 33, Carey st, Lincoln's Inn.

TRANTER, THOMAS, Hereford, Gardener. Oct 14 at 10. 2, Offa st, Hereford.

WARD, ISAAC JAMES, Cranbourne st, Leicester sq, Picture Dealer. Oct 12 at 12. Bankruptcy bldg, Lincoln's Inn.

WELLS, STANDISH GRADY, Swansea, Innkeeper. Oct 12 at 11. Off Rec, 4, Rutland st, Swansea.

WHITMAN, JOHN WILLIAM, Cambridge st, Pimlico, no occupation. Oct 12 at 11. 33, Carey st, Lincoln's Inn.

WILLIAMS, ALFRED, John st, Adelphi, Colliery Agent. Oct 12 at 12. 33, Carey st, Lincoln's Inn.

WINTER, CHARLOTTE, Sevenoaks, Saddler. Oct 12 at 12. 33, Carey st, Lincoln's Inn.

WRIGHT, HENRY, Southampton, Lead Merchant. Oct 12 at 11.30. Chamber of Commerce, 145, Cheapside.

ADJUDICATIONS.

ALBERTON, SAMUEL CHAMBERS, Lowestoft, Suffolk, Boatbuilder. Great Yarmouth. Pet Sept 27. Ord Sept 30.

BAILEY, WILLIAM, Kidderminster, Shopkeeper. Kidderminster. Pet Sept 24. Ord Sept 24.

FAIR, WILLIAM SEYMOUR, Cardiff, Tailor. Cardiff. Pet Sept 23. Ord Sept 23.

RAYLEY, HENRY, Margate, Draper. Canterbury. Pet Sept 23. Ord Sept 23.

BEARD, GEORGE WILLIAM, Bournemouth, out of business. Poole. Pet Sept 13. Ord Sept 30.

BISHOP, GEORGE, and HORATIO WHITE, Boscombe, nr Bournemouth, Builders. Poole. Pet Sept 14. Ord Sept 30.

BLACK, FRANCIS DANIEL, Chesham Hill, nr Manchester, Butter Importer. Manchester. Pet Sept 23. Ord Sept 23.

BROWN, FRANCIS JULIUS, Leamington, Lodging house keeper. Warwick. Pet Sept 19. Ord Sept 23.

BROWN, W P BARTON, Chancery lane, Solicitor. High Court. Pet July 15. Ord Sept 23.

BURN, THOMAS SAMUEL, St Ann's rd, Stamford hill, Dairyman. Edmonton. Pet Oct 1. Ord Oct 1.

BUXBY, ARTHUR JAMES, Southampton, Tobaccoist. Southampton. Pet Sept 23. Ord Sept 30.

CATERMOLE, CHARLES, Princess rd, Lambeth, Boot Dealer. High Court. Pet Sept 27. Ord Sept 30.

CHAMBERS, THOMAS, Scarborough, Grocer. Scarborough. Pet Sept 10. Ord Sept 23.

CLARK, ARTHUR THOMAS, Folkestone, Gasfitter. Canterbury. Pet Sept 23. Ord Sept 23.

CLARK, RICHARD, Settle, Yorks, Grocer. Bradford. Pet Sept 14. Ord Sept 30.

CLARKE, DAVID, Coventry, Cab Proprietor. Coventry. Pet Sept 27. Ord Sept 23.

CLAYTON, FRANKLIN, Halifax, Grocer. Halifax. Pet Sept 29. Ord Sept 30.

COLLIN, GEORGE, Carlisle, Innkeeper. Carlisle. Pet Sept 30. Ord Sept 30.

COOK, WILLIAM, Burdett rd, Mile End, Laundry Engineer. High Court. Pet Sept 23. Ord Sept 23.

DICK, A E, Leadonhall st, Insurance Broker. High Court. Pet June 18. Ord Sept 23.

DEY, MARY GRIFFITHS, and JANE DEY, Brentwood, Essex, School Proprietors. Chelmsford. Pet Sept 5. Ord Sept 23.

FARRINGTON, THOMAS HENRY, Walsall, Auctioneer. Walsall. Pet Sept 23. Ord Sept 23.

GADDA, ACHILLE, Oxford st, Restaurant Keeper. High Court. Pet Sept 3. Ord Sept 23.

GOSWIN, F W, Milton st, Wire Merchant. High Court. Pet Aug 17. Ord Sept 23.

GRAVETT, WILLIAM AVERY, Waterloo, Hants, Grocer. Portsmouth. Pet Aug 31. Ord Sept 23.

GRIFFITHS, ROBERT JAMES, St Martin's lane, Westminster, Jeweller. High Court. Pet Sept 27. Ord Sept 30.

HALL, HERBERT RICHARD, Faversham, out of business. Canterbury. Pet Sept 23. Ord Sept 23.

HARMSTON, WILLIAM BATTY, Ramsgate, Circus Proprietor. Canterbury. Pet Sept 23. Ord Oct 1.

HAYES, ALFRED, Boston, Linco, Fishmonger. Boston. Pet Sept 30. Ord Sept 23.

HOLYLAND, JOHN TOM, Leicester, Hosiery Dealer. Leicester. Pet Sept 13. Ord Sept 23.

HOPKINS, WILLIAM, Leighton Buzzard, Bedfordshire, Butcher. Luton. Pet Sept 23. Ord Sept 23.

IRESON, DANIEL, Waterloo, Northampton, Builder. Northampton. Pet Aug 22. Ord Sept 23.

JONES, CHARLES, Rhyl, Commission Agent. Bangor. Pet Sept 27. Ord Sept 23.

JONES, RICHARD JOHN, Llanynghedol, Anglesey, Grocer. Bangor. Pet Sept 27. Ord Sept 23.

KNOWLES, MARK, Heckmondwike, Yorks, Draper. Dewsbury. Pet Sept 23. Ord Sept 23.

LAWRENCE, J. W., Malda Vale, Lieutenant Colonel. High Court. Pet July 25. Ord Sept 23.

LLOYD, JOHN EVAN, Porth, Glamorganhire, Provision Dealer. Pontypridd. Pet Sept 15. Ord Sept 23.

LYLE, SAMUEL, Barnstaple, Tailor. Barnstaple. Pet Aug 12. Ord Oct 1.

MATCHEM, THOMAS, Balham ter, High rd, Balham, Grocer. Wandsworth. Pet Sept 8. Ord Sept 23.

MILLATT, FREDERICK THOMAS, Buxton, Norfolk, Grocer. Norwich. Pet Oct 1. Ord Sept 23.

MORGAN, JOHN, Oystermouth, Glamorganhire, Corn Dealer. Swansea. Pet Sept 23. Ord Sept 23.

NATLOR, GEORGE, Leeds, Clerk. Leeds. Pet Sept 23. Ord Sept 23.

OLDIE, EDWARD CHARLES, and ALBERT JOHN OLDIE, Wilson st, Finsbury, Builders. High Court. Pet Sept 30. Ord Oct 1.

PITT, CHARLES, Bournemouth, Ironmonger. Poole. Pet Sept 12. Ord Sept 30.

PHILLIPS, SIDNEY HEATH, Plymouth, Solicitor. East Stonehouse. Pet July 22. Ord Sept 7.

PRAET, GEORGE, Norwich, Shoe Manufacturer. Norwich. Pet Sept 5. Ord Sept 23.

RAYHAM, FREDERICK, Forest Hill, Kent, Builder. Greenwich. Pet Aug 16. Ord Sept 23.

ROBIN, FRANCIS, Maddox st, Bond st, Court Milliner. High Court. Pet July 12. Ord Sept 23.

SARSON, JAMES, Birmingham, Baker. Birmingham. Pet Sept 6. Ord Sept 23.

SPINK, SUSAN BECKA, Howden, Yorks, Schoolmistress. Kingston upon Hull. Pet Aug 18. Ord Sept 23.

STONE, JACOB, Leeds, Boot Dealer. Leeds. Pet Oct 1. Ord Oct 1.

WILLIS, THOMAS, Leicester, Currier. Leicester. Pet Sept 8. Ord Sept 23.

WILSON, GEORGE, address unknown, Provision Dealer. High Court. Pet Aug 4. Ord Sept 23.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

GODDARD.—Sept. 26, the wife of Charles Goddard, of Gray's-inn, of a son.

OSMSTON.—Oct. 4, at Church-row, Hampstead, N.W., the wife of F. P. B. Osmston, barrister-at-law, of a daughter.

MARRIAGES.

ERING—ELERY.—Sept. 25, at St. Martin's (Trafalgar-square), William George Ering, solicitor, to Annie, daughter of Edward Elery, of Nottingham.

THORNEY—STEELE.—Sept. 23, at Large, N.R., Alfred Thorney, solicitor, of Hull, to Gertrude, daughter of the late James Steele, of Grimsby.

DEATHS.

CHOCK.—Oct. 5, at Liverpool, Peter Rothwell Chock, barrister-at-law, aged 54.

PAWSON.—Oct. 5, Arthur Pawson, barrister-at-law, of Pump-court, Temple, aged 40.

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PUBLIC GENERAL STATUTES.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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LAND Wanted for Factory, in Neighbourhood of Chelsea or Fulham; frontage 150 to 200 feet, depth about 400 feet; freehold or on lease.—Write, with particulars, to H. B., 37, Camden-park-road, N.W.

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THE WICK, Farse-hill, Brighton.—O. G. ALLUM, M.A. Scholar of Trinity Hall, Cambridge, formerly with the Rev. E. de John Perry, M.A., of Stoke-house, Shropshire, and for 20 years Assistant-Master at Brighton College, presents Daye, from eight years of age, for the Public School Scholarship and Entrance Examination.

STIMSON'S LIST OF PROPERTIES FOR SALE for the present month contains 2,000 investments and can be had free. Particulars inserted without charge. It is the recognised medium for selling or purchasing property by private contract.—Mr. STIMSON, Auctioneer, Surveyor and Valuer, 3, New Kent-road, S.E.

M. R. A. REEVES, LAND AGENT AND SURVEYOR, LONSDALE CHAMBERS, 37, CHANCERY LANE, is prepared to conduct Sales of Freehold and Leasehold Properties by Auction on moderate terms. The Management of Property and Collection of Rents undertaken.

OFFICES and CHAMBERS.—Lofty and Well-lighted Offices and Chambers to be Let at Lonsdale Chambers, No. 37, Chancery-lane (opposite the New Law Courts). Also large, well-furnished Rooms for Meetings, Arbitrations, &c.—Apply to Messrs. LAURIE & CO., Chartered Accountants, on the premises.

OFFICES in BEDFORD ROW.—Ground-floor (four good rooms and strong room).—Apply to E. BROOKLEY, 43, Bedford-row, London, W.C.

TO SOLICITORS and Others.—Good Suites of Offices in newly-erected Premises in King-street, Chancery-lane; rents moderate.—Apply to Messrs. WATSON, 809, & Room 12, Boulevard-street, Fleet-street, E.C.; or to W. BARNETT, Surveyor, Winchester House, E.C.

OFFICES to be LET.—Some splendid Rooms in a fine building close to the Law Courts, the Patent Office, and the Chancery-lane Safe Deposit; lighted by electric light, and with every convenience; moderate rent; well suited for a solicitor, law stationer, or patent agent.—Apply at the Collector's Office, in the Hall of 63 and 64, Chancery-lane.

SOLICITORS.—A fine Suite of Offices (three or five Rooms) to be Let, at New Stone-buildings, Chancery-lane, close to the Law Courts and the Chancery-lane Safe Deposit; lighted by electric light; every convenience; moderate rent. Use of elegant Arbitration Rooms in same Building at reduced Terms.—Apply at the Collector's Office, in the Hall of 63 and 64, Chancery-lane.

CHAMBERS, Residential or otherwise.—Splendid suite of three or five rooms to be Let at New Stone-buildings, Chancery-lane; well fitted; lighted by electric light; convenient for the Law Courts, theatres, &c.; moderate rent.—Apply at the Collector's Office, in the Hall of 63 and 64, Chancery-lane.

BARRISTERS and Others Seeking CHAMBERS close to the Law Courts.—A splendid Suite of two, three, or five rooms to be Let, in a fine building quite near the Law Courts, and adjoining the Chancery-lane Safe Deposit. Lighted by electric light and every convenience; moderate rent.—Apply at the Collector's Office, in the Hall of 63 and 64, Chancery-lane.

GROUND FLOOR.—Fine large Premises to be Let in Lincoln's-inn-fields; well suited to Solicitors, Barristers, Law Stationers and others desiring to be near the Law Courts; splendid situation; moderate rent.—Apply to Attendant, 3 and 4, Lincoln's-inn-fields; or at the Collector's Office, in the Hall of 63 and 64, Chancery-lane.

RESIDENTIAL CHAMBERS to be LET in Lincoln's-inn-fields, fitted with every convenience; bath room (hot and cold water); key and use of square; splendid situation; moderate rent.—Apply to the Attendant, on the premises, 3 and 4, Lincoln's-inn-fields; or at the Collector's Office, in the Hall of 63, Chancery-lane.

FREEHOLD BUILDING GROUND, City of London, in the new approach to Billingsgate Market.—The Commissioners of Sewers of the City of London will meet in the Guildhall of the said city on Tuesday, the 25th of October, 1887, at half-past 12 o'clock precisely, to receive TENDERS for taking on BUILDING LEASES, for a term of 99 years, several plots of very valuable FREEHOLD GROUND in Monument-yard and between Pudding-lane and Botolph-lane, and shutting upon the new street extension to Billingsgate Market.

Further particulars, with conditions and printed forms of proposal, may be had on application at the office of the Engineer to the Commission, in the Guildhall.

The Commissioners do not bind themselves to accept the highest or any proposal.

Persons making proposals must attend personally, or by a duly authorized agent, on the above-mentioned day, at half-past 12 o'clock precisely, and the parties whose offers are accepted will be required to execute an agreement and bond at the same time.

Proposals must be enclosed on the outside "Tender for Ground," and be delivered in, addressed to the undersigned, before 12 o'clock on the said day of treaty.

HENRY BLAKE,
Principal Clerk.

Survey Office, Guildhall, August, 1887.

BRIGHTON.

Upset price £8,000.—Highly attractive, very valuable and important Freehold Property, on the King's-road, directly facing the sea, and situate about midway between the West Pier and western lawns and promenade, in unquestionably the best, most cheerful, and favourite situation of the whole sea front of the town, and with the advantage of immediate possession.

MESSRS. JENNER & DELL are favoured with instructions to SELL by AUCTION, at the OLD SHIP HOTEL, Brighton, on TUESDAY, NOVEMBER 8th, 1887, at Three o'clock precisely, the choicely-situated and commandingly-placed FREEHOLD MANSION, known as West Cliff-house, for many years the residence of the late Elizabeth, Lady Abinger, occupying an unrivalled position and most valuable site, comprising the whole frontage of the King's-road, between Oriental-place and Montpelier-road, and having a depth and frontage to Oriental-place of 108 feet, and a depth and frontage to Montpelier-road of 115 feet. The mansion, which is detached and slightly removed from the front, with garden intervening, commands charming and uninterrupted views of the sea and coast, and contains the unique and superior accommodation of three handsome drawing rooms, noble dining room, capital billiard room, conservatory, and aviary, all on the ground floor and communicating, 18 bed rooms, and spacious offices. The property also particularly commends itself as a most choice site for the erection of residential flats, a club, hotel, or other building where large space and prominence of position are desirable.

May be viewed by private orders, to be obtained of the Auctioneers, and particulars and conditions of sale obtained of Messrs. Meredith, Roberts, & Mills, Solicitors, 8, New-square, Lincoln's-inn, W.C.; Messrs. Fitz-Hugh, Woolley, & Baines, Solicitors, 2, Pavilion-parade, Brighton; and of Messrs. Jenner & Dell, Auctioneers and Estate Agents, 21, Regency-square, and the Grand-avenue, West Brighton.

SALES BY AUCTION FOR THE YEAR 1887.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their SALES of LAND and ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-rents, Advertisements, Reversions Stocks, Shares, and other Properties, will be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tues. Oct 16 | Tues. Nov 22
Tues. Nov 9 | Tues. Dec 13

Auctions can also be held on other days. In order to secure proper publicity, due notice should be given. The period between such notice and the proposed auction must considerably depend upon the nature of the property to be sold. A printed scale of terms can be had at 80, Cheapside, or will be forwarded. Telephone No. 1,508.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for three stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

MESSRS. PUTTICK & SIMPSON, Literary and Fine Art Auctioneers, 47, Leicester-square London, W.C., beg to inform Executors, Trustees, Solicitors, and the Trade, that their Season for the disposal by Auction of Libraries of Books and Music, Engravings, Paintings, and other works connected with the Fine Arts, Musical Instruments, and all descriptions of Valuable Property, will commence on October 17, and that their warehouses are open daily for the reception of goods consigned to them for sale.

Messrs. P. & S. will hold several important Sales during the Season, and will include small properties in appropriate Sales, thus affording the same advantages to small as to large consignments. Libraries and other properties catalogued, arranged, and valued for Probate and Legacy Duty, or for Public or Private Sale.

ESTABLISHED 1851.

BIRKBECK BANK.—Southampton-buildings, Chancery-lane.

THREE per CENT. INTEREST allowed on DEPOSITS, repayable on demand.

TWO per CENT. INTEREST on CURRENT ACCOUNTS calculated on the minimum monthly balances, when not drawn below £100.

The Bank undertakes for its Customers, free of Charge, the Custody of Deeds, Writings, and other Securities and Valuables; the collection of Bills of Exchange, Dividends, and Coupons; and the purchase and sale of Stocks, Shares, and Annuities. Letters of Credit and Circular Notes issued.

THE BIRKBECK ALMANACK, with full partition lists, post-free, on application.

FRANCIS RAVENSCROFT, Manager.

THE MORTGAGE INSURANCE CORPORATION, LIMITED.

AMOUNT OF CAPITAL SUBSCRIBED, £710,000

Office of the Corporation—Winchester House, Old Broad-street, E.C.

Rt. Hon. E. FLETCHER BOUVIER, Chairman.
Sir SYDNEY H. WATERLOW, Bart., Deputy-Chairman.

Policies are now being issued by this Corporation insuring Mortgages of Freehold and Leasehold Property, holders of Mortgage Debentures and Debenture Stock, against loss of principal and interest.

These Policies will be of especial advantage to Trustees who may be held responsible for losses consequent upon their Investments.

Mortgagors insuring with the Corporation will also be enabled to obtain Advances at the lowest possible rate of interest.

The Corporation also grants Policies to Leaseholders insuring the return of the Amount invested at the expiration of their leases or at any fixed period.

For particulars and conditions of Insurance apply to the Secretary.

JAS. C. PRINSEP, Secretary.

IMPERIAL FIRE INSURANCE COMPANY.

Established 1808.

1, Old Broad-street, E.C., and 29, Pall Mall, S.W.

Subscribed Capital, £1,300,000; Paid-up, £200,000.

Total Invested Funds over £1,550,000.

E. COZENS SMITH,

General Manager.

COUNTY FIRE OFFICE (Founded 1807).

No. 50, Regent-street, and 14, Cornhill, London.

RENEWALS OF POLICIES, DUE MICHAELMAS, are now in course of payment at the Head Office, and at all Agencies.

The business of this Office is confined to the United Kingdom.

G. W. STEVENS, } Joint

B. E. RATLIFF, } Secretaries.

GUARDIAN FIRE AND LIFE OFFICE.

Head Office—11, Lombard-street, London, E.C.

Law Courts Branch—21, Fleet-street, E.C.

Established 1821. Subscribed Capital, Two Millions.

DIRECTORS:

CHAIRMAN—BEAUMONT W. LUBBOCK, Esq.

DEPUTY-CHAIRMAN—JOHN B. MARTIN, Esq.

Rt. Hon. Lord Addington, John Hunter, Esq.

Henry Bonham-Carter, George Lake, Esq.

Wm. Hill Dawson, Esq., Rt. Hon. G. J. Shaw

Charles F. Devaa, Esq., Lefevre, M.P.

Alban G. H. Gibbs, Esq., S. Hope Morley, Esq.

James Goodson, Esq., Henry John Norman, Esq.

John J. Hamilton, Esq., David Powell, Esq.

Thomson Hankey, Esq., Augustus Provost, Esq.

Richard M. Harvey, Esq., John G. Talbot, Esq.

MANAGER OF FIRE DEPARTMENT—F. J. MARSDEN.

ACTUARY AND SECRETARY—T. G. C. BROWN.

Share Capital at present paid up and invested—£1,000,000.

Total Funds upwards of £3,000,000.

Total Annual Income over £300,000.

N.B.—Fire Policies which expire at MICHAELMAS should be renewed at the Head Office, or at the Agents, on or before the 14th day of OCTOBER.

KENT FIRE OFFICE. Established in 1804.

KENT LIFE OFFICE. Established in 1864.

Chief Office—Maldstone.

Branch (London), 124, Cannon-street, E.C.

Offices (Manchester), Lombard-chambers, Brown.

One of the most recent claims upon the Company was under Life Policy No. 538, issued in 1858 for £25,000, and which had acquired bonus additions amounting to £3,015, increasing the policy to £28,015.

W. L. SEYFANG,

Secretary and General Manager.

NORTHERN ASSURANCE COMPANY.

Established 1836.

LONDON: 1, Moorgate-street, E.C. ASSURED: 1, Union-terrace.

INCOME & FUNDS (1886) :—

Fire Premiums	£583,000
Life Premiums	188,000
Interest	13,000
Accumulated Funds	£3,297,000

HOME for the TREATMENT and CURE

of INEBRIETY and MORPHIA HABIT.

High Shot House, Twickenham.—Charman's secluded. Gentlemen only. Limited number taken.

Billiard room, library, lawn tennis court, bowls, &c.

The whole staff pledged abstainers. Terms—25 guineas weekly.—Particulars from the Medical Superintendent, H. BRANTFORTH, F.R.C.S., Ed., reference is permitted to Messrs. MURTON & MORRIS, Solicitors, 96A, Queen Victoria-street, London.

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